### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

| Name        | Execution Date |  |  |
|-------------|----------------|--|--|
| Mark Michel | 10/13/2008     |  |  |

#### **RECEIVING PARTY DATA**

| Name:           | Ellcon National, Inc. |
|-----------------|-----------------------|
| Street Address: | 50 Beechtree Blvd.    |
| City:           | Greenville            |
| State/Country:  | SOUTH CAROLINA        |
| Postal Code:    | 29605                 |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12470217 |

## CORRESPONDENCE DATA

Fax Number: (803)255-9831

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: ip@nelsonmullins.com

Correspondent Name: Kyle M. Globerman

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Address Line 2: Nelson Mullins Riley & Scarborough, LLP Address Line 4: Columbia, SOUTH CAROLINA 29201

ATTORNEY DOCKET NUMBER: 26699/09008

NAME OF SUBMITTER: Kyle M. Globerman

**Total Attachments: 2** 

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PATENT REEL: 022724 FRAME: 0024

### **ASSIGNMENT**

WHEREAS, I, Mark Michel, a citizen of the United States, residing at 300 Gladstone Way, Greer, South Carolina 29650, have invented one or more inventions (hereinafter referred to as "said invention(s)") disclosed in a provisional patent application titled "REMOTE HAND BRAKE, POWER SHEAVE AND CHAIN LOCATOR" (hereinafter referred to as "said application"), said application having been filed on September 11, 2008 in the U.S. Patent and Trademark Office and assigned application Serial No. 61/096,046.

WHEREAS, Ellcon National, Inc. (hereinafter together with its successors and assigns referred to as "the Assignee"), a corporation of the State of New York, having a place of business at 50 Beechtree Blvd., Greenville, SC 29605, is desirous of obtaining all intellectual property rights relating to said design and said application; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I have sold, assigned, transferred and set over, and by these presents hereby sell, assign, transfer and set over to the Assignee all right, title and interest in, to and under said invention(s) and said application, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said invention(s), and any and all other applications for Letters Patent on said invention(s), in whatsoever countries, including all divisional, renewal, substitute, continuation, continuationin-part and convention applications based in whole or in part upon said invention(s) or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said invention(s) or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said invention(s), said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by myself had this Assignment not been made. I hereby authorize the Assignee to file patent applications in any and all countries on any or all of said invention(s) in my name, or in its name, or otherwise as the Assignee may deem advisable, under the International Convention or the applicable laws of a particular jurisdiction.

I hereby authorize the responsible officer of the Patent and Trademark Office of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said invention(s) to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

I hereby represent and warrant that I have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the

PATENT REEL: 022724 FRAME: 0025

# 26699/09008-PROV

rights and interests granted herein, and that I will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

I hereby covenant and agree that I will, upon request of the Assignee, communicate to the Assignee any facts known to myself relating to said invention(s) and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said invention(s) in all countries.

|        | IN TESTIMONY | WHEREOF, | I have | executed  | this | document | on the | date(s) | indicated |
|--------|--------------|----------|--------|---|------|----------|--------|---------|-----------|
| below. |              |          |        | negati di sangan di s | 1    |          |        |         |           |

Date: 10/13/20 = 8

Mark Michel

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE)

On this <u>13f4</u> day of <u>October</u>, 2008, before me came Mark Michel, to me known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

**SEAL** 

Notary Public

My Commission Expires
My commission September 16, 2015

RECORDED: 05/22/2009