

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael A. Schwindaman	02/26/2010
Michaael W. Howard	02/26/2010
Thomas J. Rogers	02/28/2010
RECEIVING PARTY DATA	
Name:	Schwintek, Inc.
Street Address:	301 Ranger Drive
City:	Cassopolis
State/Country:	MICHIGAN
Postal Code:	49031
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29324878
CORRESPONDENCE DATA	
Fax Number:	(574)236-2839
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	574.234.3900
Email:	smckinney@bhlawyers.net
Correspondent Name:	BOTKIN & HALL, LLP
Address Line 1:	105 E. JEFFERSON BLVD.
Address Line 2:	SUITE 400
Address Line 4:	SOUTH BEND, INDIANA 46601
ATTORNEY DOCKET NUMBER:	566-009 SCHWINTEK
NAME OF SUBMITTER:	Michael D. Marston, Reg.No. 61,432

Total Attachments: 4
 source=566-009_Assgmts#page1.tif

501109147

**PATENT
 REEL: 024027 FRAME: 0322**

OP \$40.00 29324878

source=566-009_Assgmts#page2.tif
source=566-009_Assgmts#page3.tif
source=566-009_Assgmts#page4.tif

ASSIGNMENT

WHEREAS, I, **Michael A. Schwindaman** and **Michael W. Howard** of 24141 North Street, Cassopolis, Michigan 49031 and 1635 North Bay Drive, Elkhart, Indiana 46514, respectively ("Assignors"), have invented certain new and useful improvements in a(n) **HYDRAULIC CYLINDER UNIT** ("Invention") as fully set forth and described in an application for United States Letters Design Patent, Serial No. 29/324,878, filed September 23, 2008; and

WHEREAS, the undersigned Inventors, Michael A. Schwindaman, and Michael W. Howard, have been employees, officers and directors of Schwintek, Inc., an Indiana corporation, (the "Corporation") since the formation of the Corporation on December 12, 2003; and

WHEREAS, the Corporation is in the business of manufacturing, distributing and selling products to the recreational vehicle and marine industries; and

WHEREAS, the Corporation has undertaken, where possible, the design and development of the products it manufactures, distributes and sells (the "Corporation's Products"); and

WHEREAS, in furtherance of their fiduciary duties as employees, officers and directors of the Corporation, the Inventors, and each of them, have participated in and supervised the research and development of the Corporation's Products; and

WHEREAS, in furtherance of their fiduciary duties as employees, officers and directors of the Corporation, and in furtherance of the interests of the Corporation, the Inventors, along with other employees of the Corporation, developed the invention (the "Invention") for which an application for a patent has been filed with the United States Patent and Trademark Office ("USPTO") titled HYDRAULIC CYLINDER UNIT now bearing USPTO Design patent application Serial No. 29/324,878, filed September 23, 2008; and

WHEREAS, the Corporation has compensated the Inventors as employees to create the Invention; and

WHEREAS, the Inventors, in furtherance of their fiduciary duties as employees, officers and directors of the Corporation, participated with the other employees of the Corporation in such activities as were necessary and useful to reduce the Invention to practice prior to the filing of any provisional patent applications; and

WHEREAS, all of the costs incurred in the design and development of the Invention and to reduce the same to practice, including without limiting the generality of the foregoing, the wages of employees, the costs of supplies and overhead have been paid by the Corporation as the same were due; and

WHEREAS, any and all costs incurred to file the application for the Patent, including without limiting the generality of the foregoing, fees to the USPTO, attorney's fees and fees of draftsmen have been paid in full by the Corporation as the same were due; and

WHEREAS, Thomas J. Rogers, an employee of the Corporation is a joint inventor of the Invention and pursuant to the terms of his contract of employment with the Corporation, assigns and conveys to the Corporation any and all right, title and interest he may have as a joint inventor of the Invention; and

WHEREAS, the Corporation is the owner of the Patent by virtue of the foregoing and the Inventors, from the outset of their fiduciary relationship as employees, officers and directors of the Corporation, have agreed to assign and convey any

and all rights, title and interest they may have in the Patent to the Corporation pursuant to the Corporate Opportunity Doctrine and applicable employment agreements; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. The Inventors hereby transfer, convey and assign unto the Corporation, free and clear of all liens, security interest, liabilities and encumbrances, the full and exclusive right, title and interest in and to said Invention, the Patent and in and to any Letters Patent which may issue therefor by the USPTO, and in any and all jurisdictions, to be held and enjoyed by the Corporation for its own use and benefit, for the full term or terms for which the same may be granted, as fully and entirely as the same would have been held and enjoyed by the Inventors had this Assignment not been made.

2. Authority. Inventors represent and warrant to the Corporation that they have the full right, power and authority to transfer, assign and convey the Invention herein assigned, and has not executed and will not execute any agreement in conflict with this Assignment.

3. Cooperation. Inventors agree that they will at any time on the request of the Corporation, execute and deliver any and all documents the Corporation may deem necessary or desirable to perfect the title to the Invention that are or may be granted to the Corporation by reason of this Assignment. Inventors further agree that they will at any time on the request of the Corporation provide information to the Corporation regarding any fact relating to the Invention, the Patent or the history thereof and testify as to the same in the event any litigation arises regarding the same.

4. Successors. This Assignment shall be binding and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Inventors and the Corporation.

5. Power to Insert. The Inventors hereby grant the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of USPTO for recordation of this document.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the patent laws of the United States of America and with the internal laws of the State of Indiana without reference to its conflicts of laws principles.

ASSIGNMENT

WHEREAS, I, Thomas J. Rogers of 17241 Mount Zion Street, Cassopolis, Michigan 49031 ("Assignor"), have invented certain new and useful improvements in a(n) HYDRAULIC CYLINDER UNIT ("Invention") as fully set forth and described in an application for United States Letters Design Patent, Serial No. 29/324,878, filed September 23, 2008; and

WHEREAS, SCHWINTEK, INC., a corporation of the State of Indiana, with its principal place of business at 301 Ranger Drive, Cassopolis, Michigan 49031 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and in and to any Letters Patent which may issue therefor in the United States and its territorial possessions, and in any and all jurisdictions;

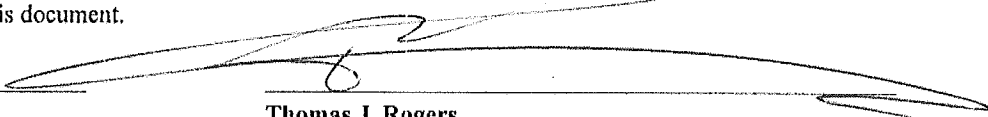
NOW, THEREFORE, pursuant to the terms of my contract of employment with Assignee, assigns and conveys to Assignee any and all right, title and interest I have as an inventor of the Invention;

Assignment. Assignor hereby sells, transfers and assigns unto Assignee, free and clear of all liens, security interests, liabilities and encumbrances, the full and exclusive right, title and interest in and to said Invention and in and to any Letters Patent which may issue therefor in the United States and its territorial possessions, and in any and all jurisdictions, including any and all divisions, reissues, continuations, conversions, renewals or revivals thereof, the same to be held and enjoyed by Assignee for its own use and behoof, for the full term or terms for which the same may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment and sale not been made.

Assignor hereby promises and agrees, upon request, to execute all papers and all assignments necessary, expedient and permissible for the procurement of and to convey the entire right, title and interest in and to any Letters Patent in the United States and its territorial possessions, and in any and all jurisdictions, including any and all divisions, reissues, continuations, conversions, renewals or revivals thereof; and Assignor further promises and agrees to perform all rightful acts, and to execute all papers necessary, expedient and permissible in connection with any interference proceeding or legal action which may be declared concerning this Invention or any Letters Patent which may issue therefor in the United States and its territorial possessions, and in any and all jurisdictions, including any and all divisions, reissues, continuations, conversions, renewals or revivals thereof, for the purpose of proving the facts relating to the conception, development and completion of said Invention and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference proceeding or legal action.

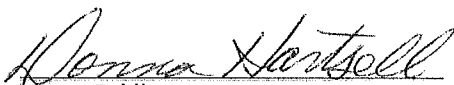
Successors in Interest. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignor and Assignee.

Power to Insert. The undersigned hereby grant(s) the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

2-28-10 
DATE Thomas J. Rogers

STATE OF MICH)
COUNTY OF CASS) ss:

On this 28 day of FEB, 2010, before me personally appeared Thomas J. Rogers, known to me to be the individual named in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.


Notary Public
DONNA HARTSELL
Printed Name of Notary

CASS CO MICH
County of Residence
6-9-13
My Commission Expires