

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Broadway Kleer-Guard Corp.	02/23/2007
RECEIVING PARTY DATA	
Name:	U-Haul International, Inc.
Street Address:	2727 North Central Avenue
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12401516
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	12521-097
NAME OF SUBMITTER:	Richard E. Oney
Total Attachments: 4 source=Patent_Assignment#page1.tif source=Patent_Assignment#page2.tif source=Patent_Assignment#page3.tif source=Patent_Assignment#page4.tif	

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PATENT ASSIGNMENT

WHEREAS, BROADWAY KLEER-GUARD., CORP. D/B/A BROADWAY INDUSTRIES, a New Jersey Corporation with an address of 53 Brunswick Ave, Edison, New Jersey, 08817 is the owner of at least a portion of the right, title and interest in a certain United States Patent identified below and desires to assign all of its rights, title and interest in the patent to that company identified below.

WHEREAS, U-HAUL INTERNATIONAL, INC., a Nevada Corporation with an address of 2727 N. Central Avenue, Phoenix, Arizona 85004 wishes to acquire all rights, title and interests in the patent from Broadway Industries

NOW, THEREFORE, IN CONSIDERATION of the foregoing, and of the mutual promises, covenants, agreements, representations and warranties contained herein, the parties, intending to be legally bound hereby, agree as follows:

TERMS AND CONDITIONS:

1. Definitions:

“Large Object Carrier Patent” means and includes – Invention(s) described in United States Patent Application No.11/176,888, filed on July 7, 2005, entitled “Carryable Bag For Large Objects” and with the inventors Albert Kohn and Johan Blok, and all patents, patent applications, and provisional applications and the like on the inventions, whether issued or filed in the U.S. and/or in any and all foreign countries and/or under the Patent Cooperation Treaty (including but not limited to patents of importation, improvement, or addition, utility models, and inventors certificates) and any renewals, divisions, reissues, continuations, continuations-in-parts, extensions, reexaminations thereof, or rights of priority resulting of and from any of the foregoing; and any existing and/or subsequent inventions, developed, conceived, improved or acquired by UHI or Broadway and whether or not reduced to practice or writing for and relating to the inventions described in United State Patent Application No. 11/176,888, filed on July 7, 2005, entitled “Carryable Bag For Large Objects” and with the Inventors Albert Kohn and Johan Blok.

“Assignor” means and includes – Broadway Kleer-Guard Corp., d/b/a Broadway Industries.

“Assignee” means and includes – U-Haul International, Inc.

2. Assignment

Assignor, in consideration of \$TEN DOLLARS AND 00/100 (\$10.00), and other good and sufficient considerations, the receipt of which is hereby acknowledged, hereby sells, assigns and conveys to Assignee the Assignor's entire right, title and interest in and to the Large Object Carrier Patent including without limitation all substitute, non-provisional, continuation, continuation-in-parts and divisional applications based in whole or in part on the Large Object Carrier Patent, and including all patents resulting there from and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

Assignor further hereby sells, assigns and conveys to Assignee the Assignor's entire right, title and interest in all counterparts to the Large Object Carrier Patent that have been or may be filed outside the United State or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Large Object Carrier Patent application, further including all continuation, continuation-in-parts and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Large Object Carrier Patent and all related applications, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and all governmental bodies and officials having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Assignor agrees that, when requested, it will, without charge to Assignee, but at Assignee expense, (a) assist Assignee in prosecuting the Large Object Carrier Patent and all related applications, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) provide Assignee with information concerning the Large Object Carrier Patent and the related applications to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) perform all acts necessary, desirable or convenient to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Large Object Carrier Patent and the related applications..

Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the invention filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.

Without limiting any of the foregoing, Assignor warrants and covenants that Assignor shall never bring a lawsuit, lien, claim, demand, action, or otherwise attempt recover any money or damages from Assignee arising out of or relating to any alleged infringement, misuse or failure to pay for use of the Large Object Carrier Patent by Assignee.

Assignor hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Assignor covenants with Assignee its successors, assigns and legal representatives or nominees that the rights, title and interests herein conveyed are free and clear of any encumbrance, and that Assignor has full right to convey the same as herein expressed.

Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

This assignment has been executed on the behalf of Assignor by the undersigned on the date opposite my name.

By: 

Date: 2/23, 2007

Print Name: R. S. KOHLY

Title: Pres. & CEO

STATE OF New Jersey)
SS:

COUNTY OF Middlesex)

This 23rd day of February, 2007 before me personally appeared Mr. S. KOHN, by me personally known, who acknowledged the foregoing instrument by him or her subscribed to be his or her free act and deed.


Notary Public ☐

SUNITA KALRO
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4/2/2008