

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Mark Daus	04/09/2010
Alvin R. Eiterman	04/09/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Overhead Door Corporation
Street Address:	2501 South State Hwy. 121,
Internal Address:	Suite 200
City:	Lewisville
State/Country:	TEXAS
Postal Code:	75067
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12762667
<b>CORRESPONDENCE DATA</b>	
Fax Number:	(214)999-3623
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-999-4344
Email:	ip@gardere.com
Correspondent Name:	Michael W. Dubner
Address Line 1:	Gardere Wynne Sewell LLP
Address Line 2:	1601 Elm St., 29th Floor
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	125426-1210 MWD/SEL
NAME OF SUBMITTER:	Michael W. Dubner
Total Attachments: 3 source=1210assign#page1.tif	

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**PATENT**  
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**ASSIGNMENT**

WHEREAS, WE, Mark Daus and Alvin R. Eiterman, citizens of the United States, and residing at the addresses as stated below, respectively, have jointly made an invention entitled "DOOR RELEASE MECHANISM" for which we have executed an application for United States Letters Patent on April 9, 2010; and we hereby authorize our attorneys, authorized to prosecute said application, to here insert the filing date and serial number of said application, when known:

Filed: April 19, 2010

Serial No. 12/762,667

WHEREAS, Overhead Door Corporation (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Indiana, U.S.A., having a place of business at 2501 South State Hwy 121, Suite 200, Lewisville, TX 75067, is desirous of acquiring the same;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by us, we have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign patents which shall issue on said application, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent on said invention in any and all foreign countries, and to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property for such corresponding applications, or any division, continuation or substitution thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by us, had this assignment not been made.


We jointly and severally covenant and agree that we will, at any time upon the request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

We jointly and severally represent and covenant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

We hereby authorize and request the Commissioner for Patents of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

IN TESTIMONY WHEREOF, we have duly executed this assignment on the date as indicated next to our names, respectively.

Date: 4/9/2010

  
\_\_\_\_\_  
Mark Daus  
\_\_\_\_\_, Doylestown, Ohio

THE STATE OF OHIO       §  
  §  
COUNTY OF HOLMES       §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Mark Daus, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>TH</sup> day of April, 2010.



SUSAN ALLEN  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 2011

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF OHIO

Date: 4-9-2010

Alvin R. Eiterman  
Alvin R. Eiterman  
\_\_\_\_\_, Hilliard, Ohio

THE STATE OF OHIO §  
COUNTY OF HOLMES §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alvin R. Eiterman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9<sup>th</sup> day of April, 2010.



SUSAN ALLEN  
Notary Public, State of Ohio  
My Commission Expires Sept. 28, 2011

Susan Allen  
NOTARY PUBLIC, STATE OF \_\_\_\_\_