501783673 01/12/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Robert Kundel Sr.	01/07/2009
Robert Kundel Jr.	01/07/2009
Richard A. Schley	01/07/2009
Chris Welker	01/07/2009

RECEIVING PARTY DATA

Name:	Kundel Industries, Inc.
Street Address:	1510 Ridge Road
City:	Vienna
State/Country:	ОНЮ
Postal Code:	44473-9701

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13234337

CORRESPONDENCE DATA

Fax Number: (330)744-3184 Phone: 330.744.5211

Email: RHerberger@Roth-Blair.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Robert J. Herberger
Address Line 1: 100 Federal Plaza East

Address Line 2: Suite 600

Address Line 4: Youngstown, OHIO 44503-1893

ATTORNEY DOCKET NUMBER: 13-12-001

NAME OF SUBMITTER: ROBERT J. HERBERGER

REEL: 027520 FRAME: 0566

PATENT

Total Attachments: 5
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PATENT REEL: 027520 FRAME: 0567 <u>ASSIGNMENT</u>

WHEREAS, we, Robert Kundel, Sr., residing at 2186 Howland Wilson Road, Cortland,

Ohio 44410; Robert Kundel, Jr., residing at 2182 Howland Wilson Road, Cortland, Ohio 44410;

Richard A. Schley, residing at 627 Trumbull Avenue SE, Warren, Ohio 44484-4569; and Chris

Welker, residing at 2613 Niles Cortland Road, Cortland, Ohio 44484, employees of Kundel

Industries, Inc. (described below) agree that we co-invented a certain new and useful Invention to a

structural member in furtherance and within the scope of our employment ("Invention"); the

Invention is disclosed in an application for United States Letters Patent titled "Structural Members

For Forming Various Composite Structures", having Attorney Docket No. 2168.25, to be filed on or

about January 8, 2009 ("Patent Application");

WHEREAS, Kundel Industries, Inc., a corporation organized under the laws of the State of

Ohio having its business address at 3710 Hendricks Road, Austintown, Ohio 44515 (hereinafter

together with any successors, legal representatives and assigns thereof, called "ASSIGNEE") will

acquire the entire and undivided right, title and interest in and to said Invention from Assignors, as

well as all rights resulting and/or claiming priority therefrom as more specifically stated herein;

WHEREAS, Robert Kundel, Sr., Robert Kundel, Jr., Richard A. Schley and Chris Welker,

(hereinafter collectively and individually with their heirs, successors, legal representations and

assigns thereof, called "ASSIGNORS") jointly and severally assign all their rights, title and interest in

and to said Invention and Patent Application to Assignee, including any unpaid royalties, and each

Assignor warrants and represents herein that their joint interests merge and Assignee shall have the

entire and full unencumbered right, title and interest therein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby

acknowledged, we, the undersigned Assignors, have sold, assigned, transferred and/or set over, and

do hereby sell, assign, transfer and/or set over to Assignee, and Assignee accepts, free and clear of all

liens and encumbrances, the entire right, title and interest in said Invention and Patent Application,

utility, provisional and/or design applications, substitutions, divisionals, continuations and

continuations-in-part thereof, and all subsequent United States Letters Patents which may be filed

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and/or granted thereon or having priority thereto, and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all other patents and other applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore or hereafter filed in the United States and/or any foreign countries to said Invention, and all patents (including all utility extensions, renewals and reissues thereof) granted in any foreign countries to said Invention; and we hereby authorize and request the United States Director of Patents and Trademarks, and any officials of foreign countries whose duty it is to transfer, maintain and/or issue patents on applications as

AND WE HEREBY covenant that we, the undersigned Assignors, have previously executed an assignment for the Patent Application, and we are hereby confirming the same and conveying in accordance herewith the entire interest herein assigned, and that we have not executed.

aforesaid, to transfer, maintain and issue all patents for said Inventions and/or Patent Applications, to

and will not execute, any agreement in conflict herewith;

Assignee in accordance with the terms of this Assignment;

AND WE HEREBY covenant that we, the undersigned Assignors, will execute or procure any further necessary assurance of assignment and/or title to said Invention and Patent Application, and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the titles to said Invention and Patent Application, or any subsequent utility and/or provisional application for the Invention or Letters Patent which may be granted for the Invention and Patent Application hereinafter in said Assignee, and its respective successors, assigns or other legal representatives;

AND WE HEREBY further covenant and agree that we, the undersigned Assignors, without further compensation therefore, will communicate to Assignee any facts known to us respecting said Inventions and Patent Application, and upon the request and at the expense of Assignee, will testify in any legal proceeding, sign all lawful papers, execute any subsequent, additional, provisional, utility, design, foreign, divisional, continuation, continuations-in-part, substitute or reissue applications for patents for said Inventions and Patent Application, or any part thereof, and for the reissue of any Letters Patent to be granted therefore hereafter, and will make all

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rightful oaths and generally do everything possible for procuring the same or for aiding Assignee to obtain and enforce proper patent protection for said Invention in all countries, including the United States.

IN TESTIMONY WHEREOF, we, the Assignors and Assignee corporation have hereunto set our hands this 7th day of January, 2009. Further, this Assignment may be executed in two or more counterparts, each of which shall be deemed and original, but all of which together shall constituted one and the same instrument.

ASSIGN	EE	
KUNDEL	Industries,	INCOM

An Authorized Officer

ASSIGNOR

ROBERT KUNDEL, SR.

STATE OF OHIO

) SS.

COUNTY OF MAHONING

On this 7th day of January 2009, before the undersigned, a Notary Public for the State and County aforesaid personally appeared **ROBERT KUNDEL**, **SR.**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledge that he executed the same.

NOTARY PUBLIC

FOSE RT 3. RESIDENCED, Alterday of Law Hotary Public - State of Chilo Tay Commission but any oxylector date Seption 197.00 R.C. ASSIGNOR

CHRIS WELKER

STATE OF OHIO

) SS.

COUNTY OF MAHONING

On this 7th day of January 2009, before the undersigned, a Notary Public for the State and County aforesaid personally appeared CHRIS WELKER, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledge that he executed the same.

NOTARY PUBLIC

POSE-STURIST CRESSER, Attorney of Law Retary Paster; - Stock of Chie Mr Commiscion fars or rexpiration des Section 147.68 R.C.

ASSIGNOR

ROBERT KUNDEL, JR.

STATE OF OHIO)
SS.
COUNTY OF MAHONING)

On this 7th day of January 2009, before the undersigned, a Notary Public for the State and County aforesaid personally appeared **ROBERT KUNDEL**, **JR**., known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledge that he executed the same.



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ASSIGNOR

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STATE OF OHIO)
SS.
COUNTY OF MAHONING)

On this 7th day of January 2009, before the undersigned, a Notary Public for the State and County aforesaid personally appeared **RICHARD A. SCHLEY**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledge that he executed the same.

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