## PATENT ASSIGNMENT

### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
Austin R. Baer	01/18/2013	

#### **RECEIVING PARTY DATA**

Name:	VON DUPRIN LLC
Street Address:	2720 Tobey Dr
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46219

#### PROPERTY NUMBERS Total: 8

Property Type	Number		
Patent Number:	7406748		
Patent Number:	6928713		
Patent Number:	6859980		
Patent Number:	6732409		
Patent Number:	6694568		
Patent Number:	6073310		
Patent Number:	5991975		
Patent Number:	5778491		

#### **CORRESPONDENCE DATA**

**Fax Number**: 8478087238

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

Phone: 847-808-5500

Email: patentmail@iphorgan.net

Correspondent Name: Michael L. Kenaga Address Line 1: IpHorgan Ltd.

Address Line 2: 1130 Lake Cook Road, Suite 240

**PATENT** 

REEL: 029697 FRAME: 0682

502208566

Address Line 4: Buffalo Grove, ILLINOIS 60089				
ATTORNEY DOCKET NUMBER:	IRC 4020 US			
NAME OF SUBMITTER:	Michael L. Kenaga			
Total Attachments: 5 source=Assignment and Assumption of Patents#page1.tif source=Assignment and Assumption of Patents#page2.tif source=Assignment and Assumption of Patents#page3.tif source=Assignment and Assumption of Patents#page4.tif source=Assignment and Assumption of Patents#page5.tif				

PATENT REEL: 029697 FRAME: 0683

#### ASSIGNMENT AND ASSUMPTION OF PATENTS

This ASSIGNMENT AND ASSUMPTION OF PATENTS is made this 18th day of January, 2013 by and among Von Duprin LLC, an Indiana limited liability company ("Assignee"), R2 HINGE LLC, a Texas limited liability company (the "Company"), and Austin R. Baer ("Baer" and collectively with the Company, "Assignors").

#### WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as the date hereof (as amended, supplemented or otherwise modified from time to time, the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignors agreed to assign to Assignee all of Assignors' right, title and interest in and to the patents and patent applications listed on Schedule A hereto, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions and reexaminations thereof (collectively, the "Assigned Patents"); and

WHEREAS, Assignee and Assignors are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Patents with the United States Patent and Trademark Office, and other offices, agencies and registrars in other applicable jurisdictions.

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

- 1. <u>Definitions</u>. For purposes of this Assignment and Assumption of Patents, capitalized terms shall have the meaning set forth in the body of this Assignment and Assumption of Patents or in the Purchase Agreement.
- 2. <u>Assignment</u>. Assignors do hereby irrevocably sell, assign, convey and transfer to Assignee all of their right, title and interest in and to the Assigned Patents. The foregoing assignment of the Assigned Patents includes the exclusive rights to (a) apply for and maintain all registrations, issuances, renewals and/or extensions thereof; (b) bring actions or otherwise recover for past, present and future infringements thereof; (c) grant licenses or other interests therein; (d) receive all income royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof); and (e) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
- 3. <u>No Third Party Beneficiaries</u>. Nothing in this Assignment and Assumption of Patents, express or implied, is intended to or shall confer upon any other Person or Persons (including, without limitation, any employee or collective bargaining representatives thereof) any rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment and Assumption of Patents.

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- 4. <u>Further Assurances</u>. Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation) as may be reasonably required to implement, record or perfect this Assignment and Assignee's interest in and to the Assigned Patents.
- 5. <u>Binding Effect; Assignment.</u> This Assignment and Assumption of Patents shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors (whether by operation of law or otherwise) and assigns.
- 6. Governing Law. This Assignment and Assumption of Patents, including all matters of construction, validity and performance, shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.
- 7. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption of Patents to be executed as of the date first written above by their respective officers thereunto duly authorized.

#### **ASSIGNORS:**

R2 HINGE LLC

Bv: Name Title:

Austin R. Baer

STATE OF Florida COUNTY OF Sarasoto

On the 18 day of Julicity, in the year 2013, before me, the undersigned, personally appeared <u>fustin Boev</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Patents was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(NOTARIAL SEAL)

My Commission Expires: 4/18/2014

Heidi Young **Notary Public** Commission Expires 04/18/2016 Commission No. EE 190578

[Signature Page to Patent Assignment]

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#### **ASSIGNEE:**

**VON DUPRIN LLC** 

Name: Barbara A Santar

Title: Secretary

STATE OF North Carolins ):ss.
COUNTY OF Mecklenburg )

On the 18th day of Sahoro, in the year 2013, before me, the undersigned, personally appeared Associated, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the foregoing Assignment and Assumption of Patents was made for the purposes and considerations so stated, that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

KATHLEEN MAKIE MAKEWSKI

(NOTARIAL SEAL)

My Commission Expires:

Notice y Public, Install County (III) My Commission Explore (Install 2, 2011)

# SCHEDULE A ASSIGNED PATENTS

ASSIGNED PATENTS									
Country	Publication Number	Title	Status	Application Number	Application Date	Publication Date			
US	US7650670B2	Hinge attachment system and method	Granted	US2006628624A	12/5/2006	1/26/2010			
CA	CA2570091	Hinge attachment system and method	Granted	CA2570091A	6/10/2005	8/7/2012			
MX	MX274825	Hinge attachment system and method	Granted	MX200614439A	12/8/2006	3/29/2010			
US	US7406748B2	Hinge with stiffened leaf	Granted	US2003561888A	12/20/2005	8/5/2008			
CA	CA2530503	Hinge with stiffened leaf	Granted	CA2530503A	6/30/2004	12/6/2011			
MX	MX269662	Hinge with stiffened leaf	Granted	MX200513972A	12/20/2005	9/2/2009			
US	US6928713B2	Hinge mounting system	Granted	US2003731709A	12/8/2003	8/16/2005			
US	US6859980B2	Covered pinned hinge	Granted	US2002164173A	6/6/2002	3/1/2005			
CA	CA2488439	Covered pinned hinge	Granted	CA2488439A	6/5/2003	7/26/2011			
MX	MX255985	Covered pinned hinge	Granted	MX200412175A	12/6/2004	4/4/2008			
US	US6732409B2	Hinge mounting system	Granted	US2001957310A	9/19/2001	5/11/2004			
CA	CA2423121	Hinge mounting system	Granted	CA2423121A	9/19/2001	4/13/2010			
MX	MX275385	Hinge mounting system	Granted	MX20032395A	3/19/2003	4/22/2010			
US	US6694568B2	Hinge mounting system	Granted	US2003419618A	4/21/2003	2/24/2004			
US	US6073310A	Torque resistant hinge bearing	Granted	US1997916640A	8/22/1997	6/13/2000			
CA	CA2300101	Torque resistant hinge bearing	Granted	CA2300101A	8/17/1998	2/6/2007			
US	US5991975A	Covered pinned hinge	Granted	US1997964638A	11/5/1997	11/30/1999			
CA	CA2309153	Covered pinned hinge	Granted	CA2309153A	11/4/1998	4/24/2007			
US	US5778491A	Continuous hinge with a longitudinally supported portion and a longitudinally free end	Granted	US1996774701A	12/26/1996	7/14/1998			
CA	CA2276127	Continuous hinge with a longitudinally supported portion and a longitudinally free end	Granted	CA2276127A	12/22/1997	4/24/2007			
US	US20110283624A1	ADJUSTABLE DOOR MOUNTING SYSTEM	Pending	US13144345A	8/5/2011	11/24/2011			
WIPO	WO2010085544A1	ADJUSTABLE DOOR MOUNTING SYSTEM	Pending	WO2010US21618A	1/21/2010	7/29/2010			
CA	CA2749550	ADJUSTABLE DOOR MOUNTING SYSTEM	Pending	CA2749550A	1/21/2010	7/29/2010			
MX	MX2011007742A	ADJUSTABLE DOOR MOUNTING SYSTEM	Pending	MX20117742A	7/20/2011	10/6/2011			
WIPO	WO2012174039A1	HINGE WITH ARTICULATING COVER SYSTEM	Pending	WO2012US42136A	6/13/2012	12/20/2012			
US	N/A	Hinge with articulating cover system	Expired	61/498176	6/17/2011	200200000000000000000000000000000000000			

PATENT REEL: 029697 FRAME: 0688

**RECORDED: 01/25/2013**