

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT2738338

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RUTH MCCLELLAN	07/19/2013
RECEIVING PARTY DATA	
Name:	WHIRLEY INDUSTRIES, INC.
Street Address:	140 WEST HARMAR STREET
City:	WARREN
State/Country:	PENNSYLVANIA
Postal Code:	16365
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29461369
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DUANE A. STEWART III
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Address Line 2:	301 GRANT STREET, 20TH FLOOR
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	0077170-000078
NAME OF SUBMITTER:	DUANE A. STEWART III
Signature:	/Duane A. Stewart III/
Date:	02/24/2014
Total Attachments: 2 source=78assign#page1.tif source=78assign#page2.tif	

Atty. Docket, No. 0077170-000078

ASSIGNMENT

WHEREAS, I, Ruth McClellan, residing at 5801 Route 27, Pittsfield, Pennsylvania 16340, have invented certain new and useful apparatus, methods, inventions, discoveries and/or improvements disclosed in a U.S. Design Patent Application entitled "Insulated Tumbler" filed in the United States Patent and Trademark Office, hereinafter the "application," at U.S. Design Patent Application No. 29/461,369, filed 7/22/2013 (I authorize Duane A. Stewart III, Esq., attorney for the Assignee, to insert the filing date and application number when known); and

AND WHEREAS, Whirley Industries, Inc., having a place of business at 140 West Humar Street, Warren, Pennsylvania 16365, (hereinafter the "Assignee") is desirous of acquiring the entire right, title and interest in and to said application and the apparatus, inventions, discoveries, and improvements therein disclosed;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to me by said Assignee, receipt whereof I hereby acknowledge, I do hereby assign, sell, transfer, and set over unto said Assignee the entire right, title, and interest in and to said application and the apparatus, inventions, discoveries and improvements therein disclosed for the United States of America and its territories and all foreign countries and any Letters Patent which may issue therefor in the United States and its territories and all foreign countries and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, including the right to apply for Letters Patents in each foreign country and the United States of America and its territories, in its own name and to claim any and all priority rights under the International Convention, other conventions, treaties, or otherwise associated therewith for each country and the United States of America and its territories, said Assignee to have and to hold the interests herein assigned to the full ends of the terms of said Letters Patent and any and all divisions, reissues, continuations, continuations-in-part, renewals, and/or extensions thereof, respectively, as fully and entirely as the same would have been held and enjoyed by me had this Assignment not been made.

The Commissioner of Patents and Trademarks is requested to issue such Letters Patent in accordance herewith. I covenant that I am the lawful owner of the said application, apparatus, inventions, discoveries, designs, and improvements, that the same are unencumbered, that no license has been granted to make, use, or vend the said apparatus, inventions, designs, discoveries or improvements or any of them, and that I have the full right to make this Assignment.

And for said consideration, I agree jointly and individually that I will communicate to said Assignee or the representatives thereof any facts known to me respecting said apparatus, inventions, discoveries and improvements, and will, upon request, but without expense to me, testify in any legal proceedings, sign all lawful papers, execute all divisional, reissue, continuation, continuation-in-part, renewal, and/or extension applications, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said Assignee or by counsel for said Assignee, to assist or enable said Assignee to obtain and enforce full benefits from the rights and interests herein assigned, and, in the event of any application or Letters Patent assigned herein becoming involved in Interference, to cooperate to the best of the ability of the undersigned in the matters of preparing and executing the preliminary statement

Atty. Docket No. 0077170-000078

and giving and producing evidence in support thereof. This Assignment shall be binding upon my heirs, executors, administrators, and/or assigns, and shall inure to the benefit of the heirs, executors, administrators, successors, and/or assigns, as the case may be, of said Assignee.

And for said consideration, the undersigned hereby agrees to execute, at the request of said Assignee, all documents in connection with any application for foreign letters patent therefor.

Executed: 07/19/2013

Ruth McClellan
Ruth McClellan

State of Pennsylvania
County of Warren

ss:

Before me, a Notary Public in and for the said County and State, personally appeared Ruth McClellan, who acknowledged that she is the person who executed the foregoing Assignment and acknowledged it to be her free and voluntary act and deed.

Witness my hand and notarial seal this 19 day of July, 2013.

(Notarial Seal)

Ruby T MacWithey
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Ruby T. MacWithey, Notary Public
City of Warren, Warren County
My Commission Expires Jan. 8, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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