

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2879189

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KEVIN B. KLINE	03/05/2011
RECEIVING PARTY DATA		
Name:	LAWLER MANUFACTURING CO., INC.	
Street Address:	5330 EAST 25TH STREET	
City:	INDIANAPOLIS	
State/Country:	INDIANA	
Postal Code:	46218	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14076552	
CORRESPONDENCE DATA		
Fax Number:	(317)236-9907	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	317-635-8900	
Email:	ptodocket@bgdlegal.com	
Correspondent Name:	JOHN V. DANILUCK	
Address Line 1:	BINGHAM GREENEBAUM DOLL LLP	
Address Line 2:	10 WEST MARKET STREET, STE 2700	
Address Line 4:	INDIANAPOLIS, INDIANA 46204	
ATTORNEY DOCKET NUMBER:	607638.100015	
NAME OF SUBMITTER:	JOHN V. DANILUCK	
SIGNATURE:	/John V. Daniluck/	
DATE SIGNED:	06/02/2014	
Total Attachments: 7		
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PATENT

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT, made this 5 day of March, 2001, by and between Lawler Manufacturing Co., Inc., an Indiana corporation, with its principal place of business at 600 East Ohio Street, Indianapolis, Indiana 46204 (hereinafter "Lawler"), Bradley Corporation, a Wisconsin corporation with its principal place of business at W142 N9101 Fountain Blvd., Menomonee Falls, Wisconsin 53052-0309 (hereinafter "Bradley"), Kevin B. Kline, a Wisconsin resident residing at 800 East Henry Street, Apt. 101, Whitefish Bay, Wisconsin 53217 (hereinafter "Kline"), and Aspinall Associates, Inc., an Indiana corporation with its principal place of business at 6840 Hillsdale Court, Indianapolis, Indiana 46250 (hereinafter "Aspinall").

WITNESSETH

WHEREAS Lawler has brought suit against Bradley and Kline in the United States District Court for the Southern District of Indiana for willful infringement of U.S. Patent No. 5,323,960 ("the '960 Patent") and U.S. Patent No. 5,647,531 ("the '531 Patent"), and for breach of fiduciary duty, inducement to breach fiduciary duty, conversion, misappropriation of trade secrets, diversion of corporate opportunities, negligence, unjust enrichment, common law unfair competition, and trade dress/trademark infringement under the Lanham Act, in the case captioned *Lawler Manufacturing Co., Inc. v. Bradley Corporation and Kevin B. Kline*, Case No. IP98-1660- C-M/S; and

WHEREAS Lawler has brought suit against Aspinall, Bradley's distributor, in the United States District Court for the Southern District of Indiana for willful infringement of the '960 Patent and the '531 Patent, in the case captioned *Lawler Manufacturing Co., Inc. v. Aspinall Associates, Inc.*, Case No. IP00-1638-C-B/S (hereinafter collectively called "the Lawsuits");

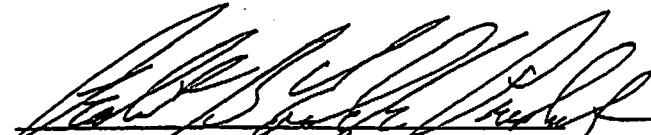
WHEREAS, Bradley, Kline and Aspinall have answered the Complaints in these Lawsuits and denied any wrongdoing; and

WHEREAS Lawler, Bradley, Kline, and Aspinall have mutually agreed to settle the claims alleged in the Lawsuits, as well as all other claims, both known and unknown, that might have arisen between them prior to the date of this Settlement Agreement, on the terms and conditions hereinafter set forth.

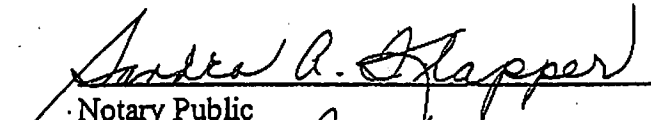
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions hereinafter set forth, and intending to be mutually bound hereby, the parties hereto, Lawler, Bradley, Kline and Aspinall, agree as follows:

6. Bradley and its Affiliates (as defined in the License Agreement attached hereto as Addendum A), hereby assigns to Lawler all rights, title and interest in and to U.S. Patent Application No. 09/165,880, filed October 2, 1998, on which Kline is identified as inventor, together with all divisional, continuation, continuation-in-part, and corresponding foreign applications and patents related thereto. Bradley and Kline agree to cooperate and supply all information and execute all documents upon request by Lawler to record such assignment for Lawler to proceed with prosecution of said patent application and all divisional, continuation, continuation-in-part and corresponding foreign patent applications thereto. Neither Bradley nor Lawler shall have any obligations with regard to continuing the prosecution of the Application No. 09/165,880 following receipt of the prosecution file of the said application by Lawler. Bradley and Kline hereby represent and warrant to Lawler that the U.S. Patent Application No. 09/165,880 has been previously assigned by Kline to a Bradley's Affiliate that Kline was the sole contributor to the invention of the subject matter disclosed and claimed therein, and that Bradley, its Affiliate, Kline and all other persons associated with the filing and prosecution of said application have previously disclosed to the U.S. Patent and Trademark Office or Lawler, or both, all prior art and other information material to patentability known to persons involved in the preparation and prosecution of said patent application.

LAWLER MANUFACTURING CO., INC.


By: Robert Eveleigh, President


On the 5 day of March, 2001, Robert Eveleigh known to me or satisfactorily proven to be the person whose name is subscribed to this instrument personally appeared before me and acknowledged that he executed the same.


Notary Public
SANDRA A. KLAPPER
(Printed)

My Commission Expires:
My County of Residence:

July 22 2001
Marion

ASPINALL ASSOCIATES, INC.


By: Randy Vogt
Title: President

STATE OF INDIANA)
COUNTY OF MARION)

ss

On the 2nd day of March, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Tiffany L. Sorrell
Notary Public
Tiffany L. Sorrell
(Printed)

My Commission Expires:
My County of Residence:

TIFFANY L. SORRELL
Notary Public, Hancock Co., IN
My Comm. Expires Dec. 17, 2008

BRADLEY CORPORATION

By: Donald Mullett
Title: _____

STATE OF WISCONSIN)
WAUKESHA COUNTY)

ss

On the _____ day of _____, 2001, Donald Mullett, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Notary Public

My commission is permanent/expires: _____

STATE OF INDIANA)
)
COUNTY OF _____) SS

On the _____ day of _____, 2001, Randy Vogt, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.

Notary Public

(Printed)

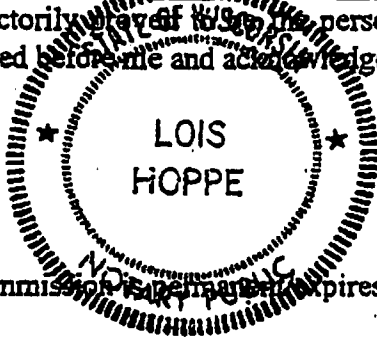
My Commission Expires: _____
My County of Residence: _____

BRADLEY CORPORATION

John C. Kleczka III
By: Donald Mullett John C. KLECZKA III
Title: VP - Finance

STATE OF WISCONSIN)
)
WAUKESHA COUNTY) SS

On the 5th day of MARCH, 2001, JOHN C. KLECZKA, III ~~Donald Mullett~~, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he/she executed the same.



Lois Hoppe
Notary Public

My commission expires: 3-9-03

Kevin B. Kline
Kevin B. Kline

Indiana
STATE OF WISCONSIN)
Marion)
WAUKESHA COUNTY)

ss.

On the 5th day of March, 2001, Kevin B. Kline, known to me or satisfactorily proven to be the person whose name is subscribed to this instrument, personally appeared before me and acknowledged that he executed the same.

J. Ann Drulis
~~Notary Public~~ Magistrate Judge
United States
District Court,
S.D. Ind. of Indiana

My commission is permanent/expires _____