PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
RYAN M. STOKKE	06/04/2014
MARTIN R. JERTSON	06/04/2014
MICHAEL R. NICOLETTE	07/01/2014
JOHN A. SOLHEIM	06/03/2014

RECEIVING PARTY DATA

Name:	KARSTEN MANUFACTURING CORPORATION	
Street Address:	2201 W. DESERT COVE	
Internal Address:	LEGAL DEPARTMENT	
City:	PHOENIX	
State/Country:	ARIZONA	
Postal Code:	85029	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14306033

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	KMC-10-045-X2-US
NAME OF SUBMITTER:	MARY JO MENDEZ
SIGNATURE:	/mary jo mendez/
DATE SIGNED:	07/07/2014

Total Attachments: 3

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502881191 PATENT REEL: 033252 FRAME: 0799

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PATENT REEL: 033252 FRAME: 0800

<u>ASSIGNMENT</u>

Patent Application:

Assignor(s):

Full Legal Name: Ryan M. Stokke Street Address: 2201 W. Desert Cove

City, State, and Zip Code: Phoenix, Arizona 85029

Citizenship: US

Full Legal Name: Martin R. Jertson Street Address: 2201 W. Desert Cove

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Full Legal Name: Michael R. Nicolette Street Address: 2201 W. Desert Cove

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Full Legal Name: John A. Solheim Street Address: 2201 W. Desert Cove

City, State, and Zip Code: Phoenix, Arizona 85029

Citizenship: US

Assignee:

Karsten Manufacturing Corporation 2201 West Desert Cove, Phoenix, Arizona 85029 an Arizona Corporation

Whereas I, an Assignor, have invented certain new and useful improvements described and claimed in the above-referenced patent application;

Whereas Patents and Industrial Design Registrations may be granted in the United States of America and in foreign countries based on the improvements described and/or claimed in the above-referenced patent application;

Whereas Karsten Manufacturing Corporation, the Assignee, is desirous of acquiring the entire right, title and interest in, to, and under these improvements and any Patents based upon these improvements.

In consideration of my agreement with the Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and/or in consideration of my employment by the Assignee or one of its affiliates or subsidiaries, I, an Assignor, hereby assign, transfer, set over, convey, and deliver to the Assignee and its successors and assigns, all of my entire right, title, and interest in, to, and under:

- any and all improvements disclosed and/or claimed in the above-identified patent application in the United States of America;
- (2) the patent application and any and all utility, design, provisional, continuation, continuation-in-part, continued prosecution, request-for-continued-examination, and divisional applications thereof;
- (3) my exclusive right to make and prosecute any and all applications for patents, reissues, reexaminations, renewals, and extensions thereof;
- (4) any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter;
- (5) any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such improvements, patent applications, patents, and/or technology;
- (6) the right to sue for present, past, and future infringement or misappropriation relating to any such improvements, applications, patents, and/or technology;
- (7) the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such improvements, patent applications, patents, and/or technology; and
- (8) the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such improvements, patent applications, patents, and/or technology.

I hereby authorize and request the Patent Office officials in the United States of America and in any and all foreign countries to issue any and all Patents and Industrial Design Registrations for the improvements, when granted, to the assignee, its successors and assigns, as the Assignee of my entire right, title and interest in, to, and under the same and, if called upon by the Assignee, its successors, assigns, or legal representatives, I agree to promptly sign any and all documents necessary to secure

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any and all such patents and/or rights and for issuance of same to the Assignee or its successors and assigns.

I covenant with the Assignee, its successors, assigns, and legal representatives that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance. I confirm that I have not made any agreement in conflict with this Assignment. I further agree that I will provide information within my knowledge or belief, and do any and all other relevant things that the Assignee, its successors, assigns, or legal representatives deem necessary or desirable and request of me in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; to perfect and/or enforce the ownership by the Assignee, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment, without payment of consideration to me beyond that called for in my written agreement with the Assignee on the understanding, however, that the Assignee will bear all reasonable expenses actually incurred for or in connection with such matters. This Assignment and the obligations assumed by me shall be binding on my heirs and personal representatives.

Date: 6/4/14

Date: <u>69/4/14</u>

Date: 2/1/14

Date: <u>6-3-2014</u>

Ryan M. Stokke

Marun R. Jertson

Michael R. Nicolette

John A. Solheim

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