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| PATENT ASSIGNMENT COVER SHEET |
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EPAS ID: PAT2973881

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| CHARLES B. SIMON | 05/30/2014 |
| JAMES W. THOMPSON | 05/30/2014 |
| DANIEL B. SIMON | 05/30/2014 |
| RECEIVING PARTY DATA | |
| Name: | BUDGE INDUSTRIES, LLC |
| Street Address: | TOWAMENCIN CORPORATE CENTER |
| Internal Address: | 1690 SUNNEYTOWN PIKE, SUITE 250 |
| City: | LANSDALE |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19446 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 14271018 |
| CORRESPONDENCE DATA | |
| Fax Number: | (215)557-8477 |
| <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: | 215-557-6656 |
| Email: | brenda@mendelip.com |
| Correspondent Name: | STEVE MENDELSON |
| Address Line 1: | MENDELSON, DRUCKER & DUNLEAVY, P.C. |
| Address Line 2: | 1500 JOHN F. KENNEDY BLVD., SUITE 312 |
| Address Line 4: | PHILADELPHIA, PENNSYLVANIA 19102 |
| ATTORNEY DOCKET NUMBER: | 984.0040 |
| NAME OF SUBMITTER: | KEVIN M. DRUCKER |
| SIGNATURE: | /Kevin M. Drucker/ |
| DATE SIGNED: | 08/07/2014 |
| Total Attachments: 5 | |
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ASSIGNMENT

WHEREAS, Charles B. Simon, residing at 1960 Carriage Knoll Road, Bethelheim, PA 18015, *United States of America*; James W. Thompson, residing at 392 Highgate Drive, Ambler, PA 19002, *United States of America*; and Daniel B. Simon, residing at 212 Prarie Court, Quakertown, PA 18951, *United States of America*; (hereinafter referred to as "the Assignors"), are the inventors of certain inventions or improvements described in U.S. non-provisional application no. 14/271,018 on May 6, 2014 entitled Heatproof and Waterproof Cover for Barbecue Grills and Other Cooking Appartus, for which we filed U.S. provisional application no. 61/819,859 on May 6, 2013.

WHEREAS, Budge Industries, LLC, Towamencin Corporate Center, 1690 Sunneytown Pike, Suite 250, Lansdale, PA 19446, (hereinafter referred to as "the Assignee"), is desirous of acquiring the entire right, title and interest in and to the said inventions or improvements and in and to the said applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries:

NOW, THEREFORE, for and in consideration of the sum of good and valuable consideration, the receipt of which is hereby acknowledged, we, the said assignors, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said assignee, the entire right, title and interest in and to said invention(s) or improvement(s) and said application(s) including the right to claim priority to the application(s) in any application entitled to claim such priority under national law, international conventions, treaties or otherwise, and any and all continuations, divisions and renewals of and substitutes for said application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and assign to and authorize said assignee, to file in our name applications for Letters Patent in all countries, the same to be held and enjoyed by said assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us had this assignment, sale and transfer not been made.

AND we hereby covenant that we have full right to convey the entire interest herein assigned, and that we have not executed and will not execute any agreement in conflict herewith, and we further covenant and agree that we will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said invention(s) or improvement(s), said application(s) and said Letters Patent to said assignee, its successors, assigns, nominees, or legal representatives, and we agree to communicate to said assignee or to its nominee all known facts respecting said invention(s) or improvement(s), said application(s) and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper patent protection for said invention(s) or improvement(s) in any and all countries.

AND we hereby authorize and request the Director – U.S. Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to issue patents on application(s) as aforesaid, to issue to said assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said invention(s) or improvement(s), including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application(s) aforesaid, in accordance with the terms of this assignment.

This assignment shall be governed by the laws of the State of Pennsylvania, United States of America.

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

Dated: 5/30/14

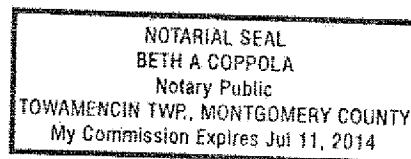
Charles B. Simon (L.S.)
Charles B. Simon

Notarial Certificate

State of Pennsylvania)
County of Montgomery)

Before me personally appeared Charles B. Simon, who acknowledged the foregoing instrument to be a free act and deed and also represented that s/he is authorized to execute the same the 30th day of May, in the year 2014.

Beth A. Coppola
Notary Public



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

Dated: 5/30/14

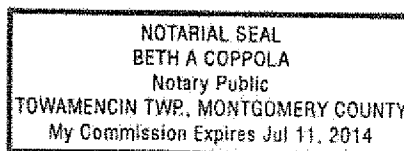
[Signature] (L.S.)
James W. Thompson

Notarial Certificate

State of Pennsylvania)
County of Montgomery)

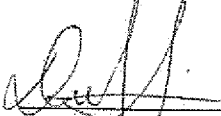
Before me personally appeared James W. Thompson, who acknowledged the foregoing instrument to be a free act and deed and also represented that s/he is authorized to execute the same the 30th day of May, in the year 2014.

[Signature]
Notary Public



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

Dated: 05/30/2014


Daniel B. Simon

(L.S.)

Notarial Certificate

State of Pennsylvania)
County of Montgomery)

Before me personally appeared Daniel B. Simon, who acknowledged the foregoing instrument to be a free act and deed and also represented that s/he is authorized to execute the same the 30th day of May, in the year 2014.


Beth A. Coppola
Notary Public

NOTARIAL SEAL
BETH A COPPOLA
Notary Public
TOWAMENCIN TWP., MONTGOMERY COUNTY
My Commission Expires Jul 11, 2014

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

Dated: 5/30/14

[Signature] (L.S.)
Budge Industries, LLC

Name of Assignee's Representative: CHARLES B. SIMON
Title of Assignee's Representative: PRESIDENT

Notarial Certificate

State of Pennsylvania)
County Montgomery)

Before me personally appeared Charles B. Simon who acknowledged the foregoing instrument to be a free act and deed and also represented that s/he is authorized to execute the same the 30th day of May, in the year 2014.

[Signature]
Notary Public

NOTARIAL SEAL
BETH A COPPOLA
Notary Public
TOWAMENCIN TWP., MONTGOMERY COUNTY
My Commission Expires Jul 11, 2014