PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NICK E. CIAVARELLA	02/19/2013
JONATHAN E. FAWCETT	02/28/2013
AARON D. MARSHALL	02/13/2013

RECEIVING PARTY DATA

Name:	GOJO INDUSTRIES, INC.
Street Address:	P.O. BOX 991
City:	AKRON
State/Country:	OHIO
Postal Code:	44309

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14450623

CORRESPONDENCE DATA

Fax Number: (216)622-8200

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.

Phone: 2166228592

Email: ipupdate@calfee.com

Correspondent Name: CALFEE HALTER AND GRISWOLD

Address Line 1: THE CALFEE BUILDING 1405 E. 6TH STREET

Address Line 4: CLEVELAND, OHIO 44281

ATTORNEY DOCKET NUMBER:	33298/04662
NAME OF SUBMITTER:	CHET J. BONNER
SIGNATURE:	/Chet J. Bonner/
DATE SIGNED:	08/18/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 3

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> PATENT REEL: 033551 FRAME: 0288

Assignment

This Assignment is made and entered into by and between Nick E. Ciavarella, residing at 921 Justo Lane, Seven Hills, Ohio 44131-3818 (U.S. Citizen); Jonathan E. Fawcett, residing at 5177 Spencers Run, Stow, Ohio 44224 (U.S. Citizen); and Aaron D. Marshall, residing at 1127 Portage Trail, Cuyahoga Falls, Ohio 44221 (U.S. Citizen) (hereinafter referred to collectively as the "INVENTOR"), and GOJO Industries, Inc., an Ohio corporation, with its office at One GOJO Plaza, Suite 500, P.O. Box 991, Akron, OH 44309 (hereinafter referred to as "GOJO").

Whereas INVENTOR has invented certain inventions as described in United States Non-Provisional Patent Application titled "PULL PUMPS, REFILL UNITS AND DISPENSERS FOR PULL PUMPS" (Docket No. 33298/04428-GOJ.P.5041 (ID-2012-027 & ID-2012-033)), U.S. Non-Provisional Application No. 13/747,881, filed January 23, 2013;

Whereas, GOJO desires to acquire the entire right, title and interest in said application and inventions, and to any United States and foreign patents to be obtained therefor; and

Now, Therefore, for good and valuable consideration, receipt of which is hereby acknowledged:

- 1. INVENTOR hereby sells, assigns, and transfers to GOJO, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to the inventions set forth in the application for United States Letters Patent filed on the above-indicated date, said application for United States Letters Patent, any and all other applications for Letters Patent on said inventions in the United States including, but not limited to, any patent applications filed therefrom or claiming priority thereto, and in countries foreign to the United States, including all non-provisional, divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and convention applications based in whole or in part upon said inventions or upon said applications, and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.
- 2. GOJO is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTOR or in the name of GOJO or otherwise, as GOJO in its sole discretion may deem advisable, under the International Convention or otherwise.
- 3. The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer all said Letters Patent to GOJO in accordance herewith.
- 4. This Assignment is being made under covenant, not only that full power to make the same is had by the INVENTOR, but also that, at the time of execution of this Assignment, such assigned right is not encumbered by any grant, license, governmental restriction, or other right heretofore given.
- 5. The INVENTOR agrees that he will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by GOJO as fully and entirely as the same could have been held and enjoyed by the INVENTOR if this

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Assignment had not been made, and particularly to execute and deliver to GOJO all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by GOJO, to furnish GOJO with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

- 6. INVENTOR agrees that this Assignment shall be construed in accordance with the laws and courts of Ohio, irrespective of Ohio's choice of law provisions. INVENTOR hereby also agrees to submit to the jurisdiction of any Ohio court.
- 7. INVENTOR hereby instructs GOJO's attorneys to enter the corresponding application number and filing date of the afore-referenced patent application, if not already entered above, prior to recording this assignment, to have the same effect as if entered prior to my signature.

The undersigned have hereunto placed their hands and seals on the dates set forth below.

Nick E. Ciavarella	Date:	7-13,2013
Jonathan E. Fawcett	Date:	, 2013
Aaron D. Marshall	Date: _ Z - 13 - 1	3 , 2013

Assignment had not been made, and particularly to execute and deliver to GOJO all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by GOJO, to furnish GOJO with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be useful for establishing the facts of conception, disclosure and reduction to practice of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

- 6. INVENTOR agrees that this Assignment shall be construed in accordance with the laws and courts of Ohio, irrespective of Ohio's choice of law provisions. INVENTOR hereby also agrees to submit to the jurisdiction of any Ohio court.
- 7. INVENTOR hereby instructs GOJO's attorneys to enter the corresponding application number and filing date of the afore-referenced patent application, if not already entered above, prior to recording this assignment, to have the same effect as if entered prior to my signature.

The undersigned have hereunto placed their hands and seals on the dates set forth below.

Nick E. Ciavarella	Date:	, 2013
Jonathan E. Fawcett	Date: <u>62/28/</u> 2	<i>⁰</i> /3, 2013
Aaron D. Marshall	Date:	

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RECORDED: 08/18/2014

PATENT REEL: 033551 FRAME: 0291