PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2985983

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
NICHOLAS WILLIAM PYE	08/18/2014
EDWARD CHARLES KWATERSKI	08/16/2014

RECEIVING PARTY DATA

Name:	HAYES BICYCLE GROUP, INC.	
Street Address:	5800 W. DONGES BAY ROAD	
City:	MEQUON	
State/Country: WISCONSIN		
Postal Code:	53092	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	61869589
Application Number:	14460800

CORRESPONDENCE DATA

Fax Number:

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: 7153181210

Email: Walter.Zimmerman@zipsllc.com

Correspondent Name: WALTER E ZIMMERMAN

Address Line 1: 910 WOODS DRIVE

Address Line 2: ZIPS LLC

Address Line 4: HARTLAND, WISCONSIN 53029

ATTORNEY DOCKET NUMBER:	3570-2002	
NAME OF SUBMITTER:	WALTER E ZIMMERMAN	
SIGNATURE:	/Walter Zimmerman/	
DATE SIGNED:	08/18/2014	

Total Attachments: 3

source=HB3570-1002INVENTORASSIGNMENT20140818sp#page1.tif source=HB3570-1002INVENTORASSIGNMENT20140818sp#page2.tif source=HB3570-1002INVENTORASSIGNMENT20140818sp#page3.tif

PATENT 502939385 REEL: 033556 FRAME: 0142

ASSIGNMENT AGREEMENT

Inventors	
Nicholas William Pye	
Edward Charles Kwaterski	

<u>, , , , , , , , , , , , , , , , , , , </u>
Assignee
Haves Bicycle Group, Inc., 5800 W. Donges Bay Road, Menuon Wi 53092
A COMPANY OF THE PROCESS OF THE PROC

Inventions/Patent Rights				
-	Application/Patent Title	Application/Patent No.	Filing/Issue Date	Docket No.
1	Suspension System	61/869,589	8/23/2013 (F)	3570-1002
-	Suspension System	14/460,800	8/15/2014 (F)	3570-2002

Agreement

This Assignment Agreement is between each **Inventor** (as identified), an individual (including on behalf of any heirs, executors and administrators of the **Inventor**), and **Assignee** (as identified) (collectively referred to with its affiliates as **Assignee**).

Inventor has participated with Assignee (including its affiliates) in the conception of one or more inventions (collectively referred to as the Inventions) relating to subject matter which has been disclosed and described in one or more patent applications and/or patents (as identified) (collectively referred to as the Patent Rights). The Inventions and Patent Rights will be collectively referred to as Inventions/Patent Rights. It is the intent of Inventor and Assignee that Assignee be the sole and exclusive owner of the Inventions/Patent Rights and that Assignee will exercise and hold all control over the Inventions/Patent Rights.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by **Inventor**, and in confirmation of an obligation to **Assignee**:

- (1) Inventor agrees to assign and transfer and hereby does assign and transfer to Assignee the entire right, title and interest of Inventor in and to the Inventions/Patent Rights, including but not limited to all inventions comprised in the listed patent applications and/or patents; (b) the Patent Rights including but not limited to all listed patent applications and/or patents; (c) any and every other patent application and/or patent of any kind in any country or patent/intellectual property office relating to the subject matter of the Inventions/Patent Rights; (d) any and all improvements or modifications of the Inventions/Patent Rights made by Inventor alone or jointly with others; (e) any and every patent including reissue, reexamination, certificate, extension, etc. granted on any patent application relating to the Inventions/Patent Rights, in the United States of America and in any other country or patent/intellectual property office; (f) any and all rights under any laws, regulations, conventions, treaties, etc. relating to the Inventions/Patent Rights including but not limited to the right to make a claim of priority based on any patent application relating to the Inventions/Patent Rights and the right to apply for, obtain and enforce any patent rights/patent in any country or countries by any means in the name of Assignee (or any affiliate); (g) and any divisional, continuation (in whole or in part), renewal, reissue or other application of patent rights of any kind relating to the Inventions/Patent Rights or improvements or modifications of the Inventions/Patent Rights; and
- (2) **Inventor** agrees to assign and transfer hereby assigns and transfers to **Assignee** the entire right, title and interest of **Inventor** in and to any and all other intellectual property rights relating to the **Inventions/Patent Rights**, including but not limited to any other rights under patent law relating to inventions, rights under copyright law relating to copyrightable works (such as drawings, documents or other materials), rights under laws relating proprietary information (including but not limited to the Uniform Trade Secrets Act), and rights under any other applicable laws relating to intellectual property rights/ownership, in the United States of America and any other country.

	REV. A	Page 1 of 2	Docket No. 3570-2002
3			

PATENT REEL: 033556 FRAME: 0143

ASSIGNMENT AGREEMENT

Inventor agrees and acknowledges that **Assignee** shall be sole and exclusive owner of the entire right, title and interest of **Inventor** in and to the **Inventions/Patent Rights** and to any other intellectual property rights relating to the **Inventions/Patent Rights**. **Inventor** agrees that right, title and interest in the **Inventions/Patent Rights** will be held and enjoyed fully and exclusively by **Assignee** without restriction (no less fully and exclusively as would have been held by **Inventor** had no assignment and transfer been made by **Inventor**).

Inventor authorizes and requests that any patent that may be granted on the Inventions/Patent Rights will issue to and in the name of Assignee (or an affiliate designated by Assignee). Inventor consents that a copy of this Agreement will be deemed a proper legal and functional equivalent of any document that may be required in any country for any purpose in relation to the Inventions/Patent Rights, including but not limited to establishing proof of the right of Assignee (including any affiliate) to file and prosecute any patent application and/or to claim the benefit of priority under any law, treaty, convention, etc. This Agreement may be signed in separate counterparts by each Inventor with each counterpart to be combined (i.e. to form a single document) and used by Assignee (i.e. as a single complete document) for any and all purposes, including but not limited to filing and recordation with any patent/intellectual property office.

Inventor (including any and every heir, executor and administrator of the Inventor) agrees to execute and deliver to Assignee without further consideration any applications, agreements or other materials, to cooperate with Assignee in the procurement, maintenance and enforcement of rights relating to the Inventions/Patent Rights, and to perform on behalf of Assignee any lawful acts that may be deemed necessary or appropriate by Assignee to obtain, maintain and enforce the rights of Assignee in the Inventions/Patent Rights.

ACKNOWLEDGED AND AGREED BY EACH INVENTOR:				
Signature	Date			
Nicholas William Pyo Name				
Inventor Residence/Address: 102 Roger Cooke Cit Carrboro NC, 27510				
Use LES Signature	S-//4//4 Date			
Edward Charles Kwaterski Name				
Inventor Residence/Address: 7932 Pioneer Rd Gedarburg, WI 53012				

REV. A	بريننيه	Page 2	2 of 2	Docket No.	3570-2002

ASSIGNMENT AGREEMENT

Inventor agrees and acknowledges that Assignee shall be sole and exclusive owner of the entire right, title and interest of Inventor in and to the Inventions/Patent Rights and to any other intellectual property rights relating to the Inventions/Patent Rights. Inventor agrees that right, title and interest in the Inventions/Patent Rights will be held and enjoyed fully and exclusively by Assignee without restriction (no less fully and exclusively as would have been held by Inventor had no assignment and transfer been made by Inventor).

Inventor authorizes and requests that any patent that may be granted on the Inventions/Patent Rights will issue to and in the name of Assignee (or an affiliate designated by Assignee). Inventor consents that a copy of this Agreement will be deemed a proper legal and functional equivalent of any document that may be required in any country for any purpose in relation to the Inventions/Patent Rights, including but not limited to establishing proof of the right of Assignee (including any affiliate) to file and prosecute any patent application and/or to claim the benefit of priority under any law, treaty, convention, etc. This Agreement may be signed in separate counterparts by each Inventor with each counterpart to be combined (i.e. to form a single document) and used by Assignee (i.e. as a single complete document) for any and all purposes, including but not limited to filing and recordation with any patent/intellectual property office.

Inventor (including any and every heir, executor and administrator of the Inventor) agrees to execute and deliver to Assignee without further consideration any applications, agreements or other materials, to cooperate with Assignee in the procurement, maintenance and enforcement of rights relating to the Inventions/Patent Rights, and to perform on behalf of Assignee any lawful acts that may be deemed necessary or appropriate by Assignee to obtain, maintain and enforce the rights of Assignee in the Inventions/Patent Rights.

ACKNOWLEDGED AND AGREED BY EACH INVENTOR:			
Signature Signature			
Nicholas William Pye Name			
Inventor Residence/Address: 102 Roger Cooke Cir Carrboro NC, 27510			
Signature	Date		
Edward Charles Kwaterski Name			
Inventor Residence/Address: 7932 Pioneer Rd Cedarburg, WI 53012			

REV_A	Page 2 of 2	Docket No. 3570-2002

PATENT REEL: 033556 FRAME: 0145

RECORDED: 08/18/2014