

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2987057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM C. MCKEONE	07/18/2013
MICHAEL S. SMITH	07/08/2014
MICHAEL S. SMITH, INC.	07/08/2014
RECEIVING PARTY DATA	
Name:	KOHLER CO.
Street Address:	444 HIGHLAND DRIVE
City:	KOHLER
State/Country:	WISCONSIN
Postal Code:	53044
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29499574
CORRESPONDENCE DATA	
Fax Number:	(313)234-2800
<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:	313-234-7100
Email:	shall@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	500 WOODWARD AVENUE
Address Line 2:	SUITE 2700
Address Line 4:	DETROIT, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	046150-2335
NAME OF SUBMITTER:	JOHN M. LAZARUS
SIGNATURE:	/John M. Lazarus/
DATE SIGNED:	08/19/2014
Total Attachments: 7	
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ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Kohler Co.
444 Highland Drive
Kohler, WI 53044

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

SHOWERHEAD

as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. 29/452,520 Filed 4/17/2013

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the Patent Cooperation Treaty, the Paris Convention and any other international agreement; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 18 day of July, 2013


WILLIAM C. MCKEONE

State of Wisconsin

County of Sheboygan

On this 18 day of July, 2013, before me, Victoria M. Gade (a notary public in and for said county), personally appeared WILLIAM C. MCKEONE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Victoria M. Gade

My Commission Expires 11/1/2015

Executed this _____ day of _____, 20____.

MICHAEL SMITH

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, _____ (a notary public in and for said county), personally appeared MICHAEL SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

My Commission Expires: _____

ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned inventor, Michael S. Smith, and Michael S. Smith, Inc. (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Kohler Co.
444 Highland Drive
Kohler, Wisconsin 53044

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to

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as set forth in this United States Patent Application

check one ☐ executed concurrently herewith,
 ☐ executed on _____,
 ☒ Serial No. 29/452,520 Filed 4/17/2013

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NAME AND SIGNATURE OF INVENTOR

Name: MICHAEL S. SMITH


SIGNATURE 

Date

7-8-2014

NAME AND SIGNATURE OF WITNESSES

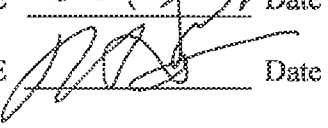
Name: Marc Szafran

SIGNATURE 

Date

7-8-2014

Name: Robert Stone


SIGNATURE 

Date

7-8-2014

NAME, TITLE AND SIGNATURE OF AUTHORIZED REPRESENTATIVE/AGENT OF
MICHAEL S. SMITH, INC.

Name: MICHAEL SMITH

SIGNATURE 

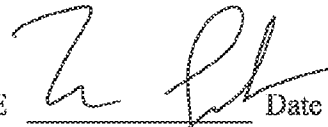
Date

7-8-2014

Title: President of Michael S.
Smith, Inc.

NAME AND SIGNATURE OF WITNESSES

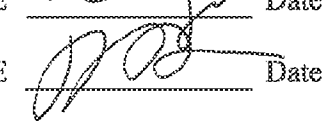
Name: Marc Szafran

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7-8-2014

Name: Robert Stone

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Date

7-8-2014