

09/30/2014

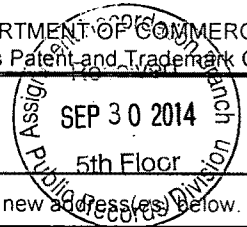
Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET



09-30-14

PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Eran Industries, Inc.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 31, 2014

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

2. Name and address of receiving party(ies)

Name: Leafproof Products, LLC

Internal Address: _____

Street Address: 8702 South 135th Street

City: Omaha

State: Nebraska

Country: United States Zip: 68138

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,557,891
7,448,167
8,015,753

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Adella A. Bachman

Internal Address: _____

Street Address: 8702 South 135th Street

City: Omaha

State: Nebraska Zip: 68138

Phone Number: (402) 758-1292

Docket Number: _____

Email Address: _____

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

09/30/2014 KNGUYEN 00000005 5557891

Deposit Account Number _____ 120.00 DP

Authorized User Name _____

9. Signature:

Adella A. Bachman
Signature

9/23/14
Date

Adella A. Bachman, Sole Member

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 033849 FRAME: 0348

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "**Assignment**") is effective as of August 31, 2014 (the "**Effective Date**") between ERAN INDUSTRIES, INC., a Nebraska corporation ("**Assignor**"), and LEAFPROOF PRODUCTS, LLC, a Nebraska limited liability company ("**Assignee**").

WHEREAS, Assignor and Assignee are parties to that certain Asset and Real Estate Purchase Agreement dated as of August 31, 2014 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor is to convey, transfer and assign to Assignee, among other assets, all of the intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment to Assignee for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, transfers, assigns, conveys, sets over and delivers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned Patents**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Patents:

(a) the patent registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the proper officials of all other countries to record this Patent Assignment upon request of Assignee. At Assignee's cost and expense, Assignor shall take such steps and actions following the Effective Date, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are assigned to Assignee, or any assignee or successor thereto.

3. All representations, warranties, covenants and indemnities of Assignor relating to the Assigned Patents are set forth in the Purchase Agreement.

4. This Assignment may be executed in counterparts, and when so executed, each counterpart shall be deemed an original and said counterparts shall constitute one and the same instrument.

[signature page follows]

SIGNATURE PAGE TO PATENT ASSIGNMENT

IN WITNESS WHEREOF, Assignor has executed this Assignment on this 23rd day of September, 2014.

ERAN INDUSTRIES, INC., a Nebraska corporation

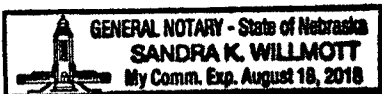
By: *James E Bachman*
 Name: James E. Bachman
 Title: President

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 23rd day of September, 2014, before me, Sandra K. Willmott, the undersigned officer, personally appeared JAMES E. BACHMAN, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President of ERAN INDUSTRIES, INC., a Nebraska corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument on behalf of ERAN INDUSTRIES, INC., for the purposes therein contained, by signing the name of the corporation by himself as such officer.

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

Sandra K. Willmott
 Notary Public



[Notarial Seal]

My Commission expires: August 18, 2018

ACKNOWLEDGED AND ACCEPTED:

LEAFPROOF PRODUCTS, LLC,
 a Nebraska limited liability company

By: *Adella A. Bachman*
 Name: Adella A. Bachman
 Title: Manager

SCHEDULE 1
TO
PATENT ASSIGNMENT
BY ERAN INDUSTRIES, INC.
TO LEAFPROOF PRODUCTS, LLC

U.S. Patent Registration

<u>Patent</u>	<u>U.S. Registration No.</u>	<u>Date of Registration</u>
Gutter Protection System	5,557,891	September 24, 1996
Gutter and Roof Protection System	7,448,167	November 11, 2008
Gutter Cover with Barrier Over Water Channel	8,015,753	September 13, 2011

U.S. Patent Applications

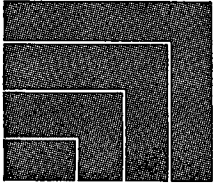
None

Foreign Patent Registrations

None

Foreign Patent Applications

None



Pansing
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Ernst
Bachman LLP

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September 24, 2014

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**Also Admitted in California

Mail Stop Assignment Recordation Branch
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Eran Industries, Inc./Leafproof Products, LLC
Assignment of Trademark
Assignment of Patents


Dear Sir or Madam:

This law firm represents Leafproof Products, LLC ("Leafproof"). Leafproof recently purchased certain assets and the real estate of Eran Industries, Inc. ("Eran") pursuant to an Asset and Real Estate Purchase Agreement dated August 31, 2014 ("Agreement"). The parties now wish to effect an assignment of the trademarks and patents owned by Eran pursuant to the Agreement. For this purpose, please find enclosed the following documents for recording:

1. Trademark Assignment; and
2. Patent Assignment.

Also enclosed is a check in the amount of \$160.00 in payment of the required filing fees. Should you have any questions regarding the enclosed Assignments, please contact me. Thank you.

Very truly yours,


John Q. Bachman

JQB/sw
Enclosures

cc: Leafproof Products, LLC