

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3060372

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	OPTRIX, INC.	08/08/2014
RECEIVING PARTY DATA		
Name:	FELLOWES, INC.	
Street Address:	1789 NORWOOD AVENUE	
City:	ITASCA	
State/Country:	ILLINOIS	
Postal Code:	60143	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14511209	
CORRESPONDENCE DATA		
Fax Number:		
<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:	703-770-7900	
Email:	docket_ip@pillsburylaw.com	
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP	
Address Line 1:	1650 TYSONS BLVD, SUITE 1400	
Address Line 4:	MCLEAN, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	082135-0434436	
NAME OF SUBMITTER:	BRYAN COLLINS	
SIGNATURE:	/bryan collins/	
DATE SIGNED:	10/10/2014	
Total Attachments: 2		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (the "Assignment"), dated August 8, 2014, is made between Fellowes, Inc., an Illinois corporation ("Buyer") and Optrix, Inc. a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the entire right, title, and interest in and to the patents and patent applications identified on the attached Exhibit A, together with the inventions disclosed therein ("the Patents"); and

WHEREAS, Assignor, and Buyer have entered into an Asset Purchase Agreement dated August 6, 2014 (the "Asset Purchase Agreement"), pursuant to which Buyer will acquire certain assets of Assignor including the Patents; and

WHEREAS, Buyer seeks to acquire the entire right, title, and interest in and to the Patents, and all of the rights vested in Assignor by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment.

NOW, THEREFORE, in consideration of the execution and delivery of the Asset Purchase Agreement, and for other good and valuable consideration, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys unto Buyer Assignor's entire right, title, and interest in and to the Patents, and in and to any substitution, division, continuation, continuation-in-part, reissue, reexamination, and extension of the Patents, together with all of Assignor's entire rights under the International Convention, and all other rights vested in Assignors by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which Assignor became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment, and each and every Patent, both foreign and domestic, which is granted on any application which is a division, substitution, continuation, or continuation-in-part of any of the Patents, and in and to each and every reissue, reexamination, or extension of any of the Patents.

2. Assignor hereby covenant and agree to cooperate with Buyer so that Buyer may enjoy to the fullest extent the right, title, and interest herein conveyed. Such cooperation shall include prompt execution by Assignor of all papers prepared at the expense of Buyer that are deemed necessary or desirable by Buyer to perfect in it the right, title, and interest herein conveyed and to obtain and maintain the Patents or any application or Patent that is a division, substitution, continuation, or continuation-in-part, reissue, reexamination, of any of the Patents in any and all countries.

3. Assignor hereby warrants and represents that they have not entered into any assignments, contracts, or other understandings with any third party that would conflict with the rights herein granted. This Assignment is subject to the applicable representations, warranties, covenants and indemnities contained in the Acquisition Agreement.. In the event of a conflict or inconsistency between the terms of this Assignment and the terms of the Acquisition Agreement, the terms of the Acquisition Agreement shall govern.

4. The terms, covenants, and provisions of this Assignment shall inure to the benefit of Buyer, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, their successors, assigns, and/or other legal representatives.

5. The parties agree that if any part, term, or provision of this Assignment shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby. In the event the legality of any provision of this Assignment is brought into question because of a decision by a court of competent jurisdiction of any country in which this Assignment applies, Buyer, by written notice to Assignor, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

6. This Assignment shall be construed in accordance with the substantive laws of the State of Illinois of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

FELLOWES, INC.

BY: 

Name: Steven L. Carson
Title: General Counsel

Opatrix, Inc.

BY: 

Name: John Willenborg
Title: Chief Executive Officer

EXHIBIT A

Patent

US D684,569

Patent Applications

US 13/350,785
US 13/411,516
US 13/723,049
US 29/427,148
US 61/577,666