

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3091661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARCUS D. RUST	10/29/2014
JOSEPH M. DART	10/29/2014
DAVID HURD	10/30/2014
RECEIVING PARTY DATA	
Name:	ROSE ACRE FARMS, INC.
Street Address:	6874 NORTH BASE ROAD, P.O. BOX 1250
City:	SEYMOUR
State/Country:	INDIANA
Postal Code:	47274-3850
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14530808
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>	
Email:	ipdocket@icemiller.com
Correspondent Name:	MICHAEL LEINAUER
Address Line 1:	ICE MILLER, ONE AMERICAN SQ., STE. 2900
Address Line 4:	INDIANAPOLIS, INDIANA 46282
ATTORNEY DOCKET NUMBER:	P02760-US-00 (32413.0049)
NAME OF SUBMITTER:	MICHAEL LEINAUER
SIGNATURE:	/Michael J.A. Leinauer/
DATE SIGNED:	11/03/2014
Total Attachments: 5	
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ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.

1.2 **ASSIGNEE** means Rose Acre Farms, Inc., a corporation of Indiana having a principal place of business at 6874 North Base Road, P.O. Box 1250, Seymour, Indiana 47274-3850 as well as its successors and/or assigns.

1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 14/530,808 which was filed on November 2, 2014, with the title of AVIARY CAGE WITH ADJUSTABLE BALCONY.

1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.

1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:

a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.

1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.

1.9 **EFFECTIVE DATE** means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.2 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignor(s).

Signature: [Signature] Date: Oct 29, 2014

Printed Name and Address: Marcus D. Rust, 5766 W. 1600 S., Remington, Indiana 47977 (a US citizen)

STATE OF INDIANA)
COUNTY OF Jackson) ss:

On this 29 day of October, 2014, there appeared before me Marcus D. Rust, personally known to me or who proved to me his identification, who stated that he is Marcus D. Rust; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 6-1-2021 Kimberly S Allman
NOTARY PUBLIC

Signature: [Signature] Date: Oct 29, 2014

Printed Name and Address: Joseph M. Dart, 6086 Munsee Drive, West Lafayette, Indiana 47906 (a US citizen)

STATE OF INDIANA)
COUNTY OF Jackson) ss:

On this 29 day of October, 2014, there appeared before me Joseph M. Dart, personally known to me or who proved to me his identification, who stated that he is Joseph M. Dart; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 6-1-2021 Kimberly S Allman
NOTARY PUBLIC

Signature: David Hurd Date: Oct 30, 2014

Printed Name and Address: David Hurd, 5438 W State Road 16, Rensselaer, Indiana 47978 (a US citizen)

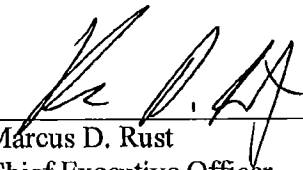
STATE OF INDIANA)
COUNTY OF Jackson) ss:

On this 30 day of October, 2014, there appeared before me David Hurd, personally known to me or who proved to me his identification, who stated that he is David Hurd; who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 6-1-2021 Kimberly S Allman
NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.



Marcus D. Rust
Chief Executive Officer
Rose Acre Farms, Inc.

Date: 29 day of October, 2014.