

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3150831

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ROBERT G. PENLESKY	11/24/2014
KENNETH J. JONAS	11/24/2014
COREY SCOTT JACAK	11/24/2014
RECEIVING PARTY DATA	
Name:	BROAN-NUTONE LLC
Street Address:	926 WEST STATE STREET
City:	HARTFORD
State/Country:	WISCONSIN
Postal Code:	53027
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14546035
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:	request@slwip.com
Correspondent Name:	SCHWEGMAN LUNDBERG & WOESSNER, P.A.
Address Line 1:	P.O. BOX 2938
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	5978.202US1
NAME OF SUBMITTER:	DIANA JOHNSON
SIGNATURE:	/Diana Johnson/
DATE SIGNED:	12/17/2014
Total Attachments: 6	
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PATENT

RECORDATION FORM COVER SHEET
PATENTS ONLY

Atty Ref/Docket No.: 5978.202US1

Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert G. Penlesky, Kenneth J. Jonas, Corey Scott Jacak

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

Execution Date: November 24, 2014, November 24,
2014, November 24, 2014

2. Name and address of receiving party(ies):

Name: Broan-NuTone LLC

Street Address: 926 West State Street

City: Hartford State: WI Zip: 53027

Country: United States of America

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Serial No. 14/546,035

Additional numbers attached? ☐ Yes ☒ No

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

Name: Justin N. Woo

Address:

Schwegman Lundberg & Woessner, P.A.

P.O. Box 2938

Minneapolis, MN 55402--0938

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):\$ 0.00

☐ Enclosed

☐ Authorized to be charged to deposit account 19-0743

8. Please charge any additional fees or credit any over payments to our Deposit Account No.: 19-0743

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Justin N. Woo/Reg. No. 62,686

Name of Person Signing

/s/ Justin N. Woo/

Signature

December 11, 2014

Date

Total number of pages including cover sheet: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

PATENT
REEL: 034524 FRAME: 0224

ASSIGNMENT

WHEREAS, Robert G. Penlesky, Kenneth J. Jonas and Corey Scott Jacak (hereinafter the "Undersigned") have made one or more inventions and other subject matter (hereinafter collectively referred to as the "Invention") which are described in a patent application filed on November 18, 2014, which application was assigned US patent application serial number 14/546,035, and which is titled VENTILATION DAMPER SYSTEM AND METHOD; which are described in a patent application filed on February 4, 2014, which application was assigned US application serial number 61/935,754, and which is titled VENTILATION DAMPER SYSTEM AND METHOD; which are described in a patent application filed on November 18, 2013, which application was assigned US application serial number 61/905,781, and which is titled VENTILATION DAMPER SYSTEM AND METHOD.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally:

CONVEY, ASSIGN, AND TRANSFER to Broan-NuTone LLC (the "Assignee"), a corporation of the State of Delaware, having a place of business at 926 West State Street, Hartford, WI 53027, the Undersigned's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

- the Invention which is disclosed in the above-identified application or applications;

- such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

- all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

- including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

- and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 86245 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

Assignment

Docket No. 5978.2021US1

Assignors: Robert G. Penlesky et al.

Title: VENTILATION DAMPER SYSTEM AND METHOD

Page 3 of 5

Assignor:

(Signature):

Robert G. Penlesky

Name: Robert G. Penlesky

City/State: Waukesha, WI

Date:

11/24/2014

Witnessed By:

James D. Boldt
signature

name: James D. Boldt

address: 5761 Century Hills Court

West Bend, WI 53095

Witnessed By:

Eileen B. Cuellar
signature

name: Eileen B. Cuellar

address: 1066 Marigold Lane

Hartford, WI 53027

Assignment

Docket No: 5978.262US1

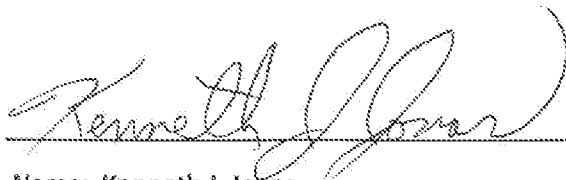
Assignors: Robert G. Penlesky et al.

Title: VENTILATION DAMPER SYSTEM AND METHOD

Page 4 of 5

Assignor:

(Signature):



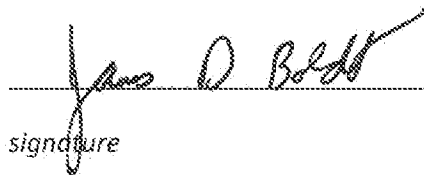
Name: Kenneth J. Jonas

City/State: Mequon, WI

Date:

11/24/2014

Witnessed By:

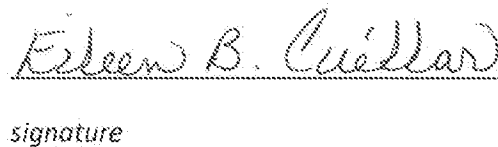

signature

name: James D. Boldt

address: 5761 Century Hills Court

West Bend, WI 53095

Witnessed By:


signature

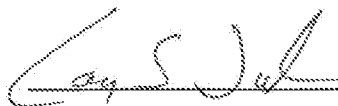
name: Eileen B. Cuellar

address: 1066 Marigold Lane

Hartford, WI 53027

Assignor:

(Signature):



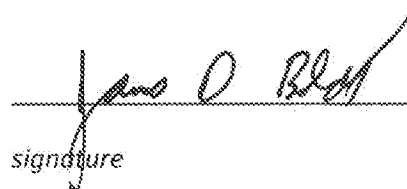
Name: Corey Scott Jacak

City/State: West Bend, WI

Date:

11-24-14

Witnessed By:



signature

name: James D. Boldt

address: 5761 Century Hills Court

West Bend, WI 53095

Witnessed By:


signature

name: Eileen B. Cuellar

address: 1066 Marigold Lane

Hartford, WI 53027