

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARIO POSNANSKY	03/20/2015
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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SIGNATURE:	/michael j. femal/
DATE SIGNED:	04/23/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made as of March 20, 2015 (the "Effective Date") by Mario Posnansky ("Assignor"), in favor of Moshe Epstein (the "Assignee").

RECITALS

A. United States Patent No. 8,857,124 for WEATHERPROOF BUILDING ENVELOPE and Issued on October 14, 2014 (hereinafter the "Patent"), and incorporated herein, is being assigned to Moshe Epstein pursuant to this Patent Assignment.

B. Assignor is the owner of all rights, titles and interests in the above Patent and all inventions covered by the claims of said Patent.

C. Assignor now desires to transfer to the Assignee all rights to make, use and sell all inventions, processes, uses, designs and technology covered under all pending claims of such Patent and all other rights, titles and interests in the Patent of any type or nature.

CLAUSES

1. Consideration. For good and valuable consideration, receipt and sufficiency of which Assignor specifically acknowledges, Assignor irrevocably assigns, transfers and sells the Patent to Assignee.

2. Grant of Exclusive Rights to Patent. Assignor irrevocably grants, conveys, transfers, alienates and assigns exclusively to Assignee all of Assignor's rights, titles and interests (legal, equitable, use and otherwise) in and to all of the following: (i) U.S. Patent 8,857,124 identified above, and the right to file and register the same in Assignee's name or in any other name with any governmental authority; (ii) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any governmental authorities throughout the world; (iii) rights to sue for, collect and retain damages predicated on past, present or future infringements of any issuing Patent, as well as all other claims and rights to damages associated with any issued Patent, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; (iv) all applications for, corresponding to and claiming the benefit of, and continuations, divisions, reissues and foreign counterparts of, the Patent; (v) all products, uses, processes, designs and methods which are covered in whole or in part by the claims of the Patent and all rights to make, have made, use, market and sell all products, designs, processes, methods and/or inventions covered under any issued claims of such Patent; and (vi) all goodwill associated with the Patent.

3. Further Instruments. Assignor will execute, acknowledge and deliver to Assignee, on demand, such further instruments and documents which relate to the Patent or transfers thereof set forth in this Assignment as Assignee may request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any

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public office, or otherwise to give notice or evidence of Assignee's exclusive rights to the Patent and all claims or rights there under.

4. No Retained Rights. Assignor's assignment of the Patent to Assignee under this Assignment constitutes a complete, absolute and exclusive transfer of all rights (legal, equitable, use and otherwise) in the Patent, whether currently existing or arising or recognized in the future. Assignor does not reserve or retain any right, title or interest in the Patent, any component thereof or any trade secrets or know-how which concern the Patent. Assignor acknowledges and agrees that the Patent constitutes the sole and exclusive property of Assignee.

5. Improvements. Assignee will be the sole legal and beneficial owner of any and all improvements, inventions, modifications, developments or concepts Assignee or Assignor develop, individually or with others, concerning the Patent. If Assignee deems the same to be necessary, Assignor will execute such documents as Assignee may request to evidence Assignee's ownership interest in any such improvements, whether for filing with any public or governmental office or otherwise.

6. Authorization. Assignor represents and warrants that it has full power and authority: (i) to enter into this Assignment; (ii) to grant to Assignee all rights in and to the Patent; and (iii) to perform all of its obligations under this Assignment.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Assignment supersedes any prior understandings, written agreements or oral arrangements between the parties which concerns the subject matter of this Assignment. The terms of this Assignment shall govern if there is any conflict between this Assignment and any other written instrument which concerns or affects the subject matter of this Assignment.

8. Complete Understanding. This Assignment constitutes the complete understanding between the parties. No alteration or modification of any of this Assignment's provisions shall be valid unless made in a written instrument which both parties sign.

9. Applicable Law. The laws of the State of Illinois shall govern all aspects of this Assignment, irrespective of the fact that one of the parties now is or may become a resident of a different state or country. The parties acknowledge the aforesaid court shall have exclusive jurisdiction over this Assignment, and specifically waive any claims which they may have that involve jurisdiction or venue, including but not limited to forum non conveniens.

10. Severability. If a court of competent jurisdiction holds that any one or more of this Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any of this Assignment's other provisions, and this Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

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11. Waiver. A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Assignment or granted pursuant to any breach or default under this Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by persons duly authorized as of the date first written above.

ASSIGNOR:

Mario Posransky

By: 

Name: _____

Its: Managing Member

ASSIGNEE:

Moshe Epstein

By: Moshe Epstein

By:  3/25/15

Name: _____

Its: Managing Member

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