

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3481402

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the REMOVE APPLICATION NO 08977705 previously recorded on Reel 036249 Frame 0739. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
WHITE CASTLE MANAGEMENT CO.	06/30/2015
RECEIVING PARTY DATA	
Name:	EARTHWAY PRODUCTS, INC.
Street Address:	1009 MAPLE STREET
City:	BRISTOL
State/Country:	INDIANA
Postal Code:	46507
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29409196
CORRESPONDENCE DATA	
Fax Number:	(216)586-6758
<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:	216-586-6650
Email:	patents@keglerbrown.com
Correspondent Name:	JAMES J. PINGOR
Address Line 1:	600 SUPERIOR AVENUE EAST
Address Line 2:	SUITE 2510
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	106790.20DES
NAME OF SUBMITTER:	JAMES J. PINGOR
SIGNATURE:	/James J. Pingor/
DATE SIGNED:	08/13/2015
Total Attachments: 6	
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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3469071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WHITE CASTLE MANAGEMENT CO.	06/30/2015
RECEIVING PARTY DATA	
Name:	EARTHWAY PRODUCTS, INC.
Street Address:	1009 MAPLE STREET
City:	BRISTOL
State/Country:	INDIANA
Postal Code:	46507
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	29409196
Application Number:	08977705
CORRESPONDENCE DATA	
Fax Number:	(216)586-6758
<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:	216-586-6650
Email:	patents@keglerbrown.com
Correspondent Name:	JAMES J. PINGOR
Address Line 1:	600 SUPERIOR AVENUE EAST
Address Line 2:	SUITE 2510
Address Line 4:	CLEVELAND, OHIO 44114
NAME OF SUBMITTER:	JAMES J. PINGOR
SIGNATURE:	/James J. Pingor/
DATE SIGNED:	08/04/2015
Total Attachments: 9	
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PATENT ASSIGNMENT

This Patent Assignment (“**Assignment**”), dated as of July [____], 2015, is made by White Castle Management Co., a Delaware corporation (“**Assignor**”), located at 555 West Goodale Street, Columbus, Ohio, 43215, United States of America, in favor of Earthway Products, Inc., an Indiana corporation (“**Assignee**”), located at 1009 Maple Street, Bristol, IN 46507, United States of America, the purchaser of certain assets of White Castle System, Inc., a Delaware corporation and the parent company of Assignor (“**Parent Company**”), pursuant to an Asset Purchase Agreement, dated June 30, 2015, between Assignor and Assignee (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Parent Company agreed to cause Assignor to convey, transfer and assign to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following (the “**Assigned Patent**”):

(a) the Patent registration set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patent**”), together with the applications for the Patent;

(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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Patent to Assignee, or any assignee or successor thereto. Following the date hereof, Assignor will also take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including making all rightful oaths, testifying on behalf of Assignee or its designees, and providing such other materials, information, and assistance to Assignee or its designees as may be reasonably requested by Assignee in connection with any claims or causes of action assigned herein.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Parent Company, Assignor, and Assignee with respect to the Assigned Patent. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement will govern. Assignee acknowledges that neither Assignor nor Parent Company make any representation or warranty with respect to the Assigned Patent and disclaims all indemnification obligations with respect to the Assigned Patent, except, in either case, as specifically set forth in the Asset Purchase Agreement.

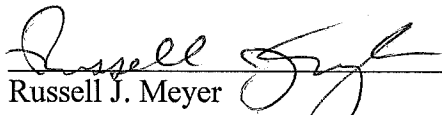
4. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Signature page to Patent Assignment follows on next page.]

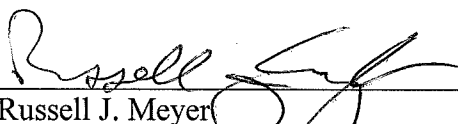
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed.

ASSIGNOR: WHITE CASTLE MANAGEMENT CO.

By: 
Name: Russell J. Meyer
Title: Vice President & Chief Financial Officer

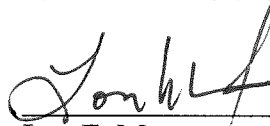
Parent Company warrants and agrees with all provisions and recitals contained herein.

PARENT COMPANY: WHITE CASTLE SYSTEM, INC.

By: 
Name: Russell J. Meyer
Title: Vice President & Chief Financial Officer

Assignee accepts the Assignment contained herein.

ASSIGNEE: EARTHWAY PRODUCTS, INC.

By: 
Name: Lon E. Mast
Title: President

SCHEDULE 1

ASSIGNED PATENT

<u>Country</u>	<u>Application Number</u>	<u>Patent Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
USA	29409196	D662522	December 21, 2011	June 26, 2012