

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3536062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE LOUIS BERKMAN REALTY COMPANY	09/08/2015
RECEIVING PARTY DATA	
Name:	SWENSON SPREADER, LLC
Street Address:	127 N. WALNUT ST.
City:	LINDENWOOD
State/Country:	ILLINOIS
Postal Code:	61049
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	5823734
Patent Number:	5842649
Patent Number:	6186731
Patent Number:	6364598
Patent Number:	6698997
Patent Number:	6715703
Patent Number:	6722590
Patent Number:	6793154
Patent Number:	6932287
Patent Number:	6978952
CORRESPONDENCE DATA	
Fax Number:	(330)434-8888
<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:	330-434-9999
Email:	iplaw@etblaw.com
Correspondent Name:	EMERSON, THOMSON & BENNETT, LLC
Address Line 1:	1914 AKRON-PENINSULA ROAD
Address Line 4:	AKRON, OHIO 44313
ATTORNEY DOCKET NUMBER:	20720.50285PLBCREASWEN

NAME OF SUBMITTER:	PETER DETORRE
SIGNATURE:	/Peter Detorre/
DATE SIGNED:	09/22/2015
Total Attachments: 5 source=LBCRealty_Swenson_20720_50285#page1.tif source=LBCRealty_Swenson_20720_50285#page2.tif source=LBCRealty_Swenson_20720_50285#page3.tif source=LBCRealty_Swenson_20720_50285#page4.tif source=LBCRealty_Swenson_20720_50285#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment is made by The Louis Berkman Realty Company, formerly incorporated as The Louis Berkman Company, an Ohio corporation, having its principal place of business at 330 N. 7th St., Steubenville, OH 43952 (the Assignor), to Swenson Spreader, LLC an Illinois corporation, having its principal place of business at 127 N. Walnut St. Lindenwood, IL 61049 (the Assignee) for the purpose of transferring ownership of various patents and trademarks.

A. ASSIGNMENT OF PATENTS

Assignor believes that he/she is the owner of the patents and patent applications identified in Appendix A (attached hereto) (the Patents). Assignor represents and warrants that he/she is the owner of the right, title, and interest in and to the Patents, having full right and power to convey his/her entire interest, both legal and equitable, in this Assignment. Assignor further represents and warrants that the rights transferred in this Assignment are free of lien, encumbrance, or adverse claim.

For valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, convey, and transfer to Assignee, its successors, assigns, nominees, or other legal representatives the full, exclusive, entire, worldwide rights, title, and interest in, to and under said Patents; also his/her entire right, title, and interest in and to any and all reissues or extensions to be obtained in this or any foreign country upon the Patents; and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on the Patents.

2. Assignor further agrees to execute all extension, reissue, and other patent applications in this or any foreign country relating to the Patents and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to Assignor, which Assignee may deem necessary or desirable to make this Assignment fully effective, including, by way of example but not of limitation, the following acts:

- a. prompt execution of all lawful oaths, affidavits, and/or supplemental oaths required or deemed advisable by Assignee; and
- b. co-operation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, derivation, review, nullification, examination, re-examination, infringement, or other proceedings involving the Patents.

B. ASSIGNMENT OF TRADEMARKS

Assignor owns the marks listed in Appendix B, attached hereto and incorporated herein, (collectively referred to as the "Trademarks"). Assignor represents and warrants that he/she is the sole owner of the Trademarks and has all rights, title, and interest in and to the Trademarks and the power to enter into this Assignment. Assignor further represents and warrants that the Trademarks transferred in this Assignment are free of lien, encumbrance, or adverse claim. For valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

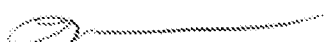
1. Assignor does hereby sell, assign, and transfer to Assignee, its successors, and assigns, the entire right, title, and interest in and to the Trademarks, together with that portion of Assignor's business in connection with which Assignor has a bona fide intent to use those Trademarks that are the subject of currently pending applications, together with the goodwill of the business symbolized by the Trademarks; and in and to all income, damages, claims, and payments now or hereafter due or payable with respect

thereto; and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on the Trademarks; and in and to all rights corresponding to the foregoing throughout the world.

2. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its designee the Trademarks herein assigned.

Assignor, intending to be legally bound, has signed this Assignment on the date written by the Assignor's signature below. Assignor hereby acknowledges that any willful false statement made in this Assignment is punishable under 18 U.S.C. § 1001 by fine or imprisonment of not more than five (5) years, or both.

The Louis Berkman Realty Company

By , 9/8, 2015
Linda L. Pirkle Date

its Secretary
Position

State of Ohio)
) SS:
County of Jefferson)

On this 8th day of September, 2015, before me personally appeared Linda L. Pirkle, personally known, and known to me to be the person(s) who signed the foregoing assignment, and acknowledged the signing of same as his free act and deed.

Betty J. Hilderbrand
Notary Public (Print Name)

Betty J. Hilderbrand, April 16, 2020
Signature Date Commission Expires

BETTY J. HILDEBRAND
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES APRIL 16, 2020

APPENDIX A

US Patent No.	Issue Date	Title	First Named Inventor
5,823,734	October 20, 1998	Rotatable Feedgate	Roland L. Hagemeyer
5,842,649	December 1, 1998	Precision Placement Spreader	Glenn M. Beck
6,186,731	February 13, 2001	Removable Feedgate	Robert V. Vickers
6,364,598	April 2, 2002	Removable Feedgate	Robert V. Vickers
6,698,997	March 2, 2004	Dump Truck with Removable/Extendable Conveyor and Spreader	John R. Arne
6,715,703	April 6, 2004	Spreader	James A. Kost
6,722,590	April 20, 2004	Sand/Slat Spreader	James A. Kost
6,793,154	September 21, 2004	Spreader Shield	James A. Kost
6,932,287	August 23, 2005	Spreader	James A. Kost
6,978,952	December 27, 2005	Sand/Salt Spreader	James A. Kost
6,793,154	September 21, 2004	Spreader Shield	James A. Kost

Foreign Patent No.	Issue Date	Title	First Named Inventor
CA 2,415,540	November 20, 2007	Dump Truck with Removable/Extendable Conveyor and Spreader	John R. Arne
CA 2,435,106	April 29, 2008	Spreader	James A. Kost

APPENDIX B

TRADEMARK	COUNTRY	APPLN/REG. NO.	APPLN/REG. DATE
APB	Canada	TMA512224	May 25, 1999
EZ-8	U.S.	1157021	June 9, 1981
PPS and Design	Canada	TMA542264	March 13, 2001
SWENSON	U.S.	1055440	January 4, 1977
SWENSON	Canada	TMA231075	November 24, 1978
SWENSON SPREADER and Design	U.S.	1057398	February 1, 1977
SWENSON SPREADER and Design	Canada	TMA233987	June 29, 1979
SWENSON SPREADER	U.S.	1057399	February 1, 1977
SWENSON SPREADER	Canada	TMA233986	June 29, 1979
APB	U.S.	2120585	December 9, 1997
APB	Canada	TMA512224	May 25, 1999
ECONO COMMANDER	U.S.	1835164	May 10, 1994
EZ-8	Canada	TMA275220	December 31, 1982
PPS	U.S.	2333809	March 21, 2000
PPS and Design	U.S.	2340529	April 11, 2000
SWENSON EASY- HITCH	U.S.	1096513	July 18, 1978