#### 10/08/2015 503515438

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3562064

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
WILLIAM R. KENNEDY	12/31/2014
JOHN M. KENNEDY	12/31/2014

#### **RECEIVING PARTY DATA**

Name:	JACK KENNEDY METAL PRODUCTS & BUILDINGS, INC.
Street Address:	P. O. BOX 138
City:	TAYLORVILLE
State/Country:	ILLINOIS
Postal Code:	62568

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	14685686		

#### CORRESPONDENCE DATA

Fax Number: (314)231-4342

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.

Phone: (314) 345-7000

Email: uspatents@senniger.com Correspondent Name: SENNIGER POWERS LLP

Address Line 1: 100 NORTH BROADWAY, 17TH FLOOR

Address Line 4: ST. LOUIS, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	KDY 9523.US
NAME OF SUBMITTER:	SHARON WINKLER
SIGNATURE:	/Sharon Winkler/
DATE SIGNED:	10/08/2015

**Total Attachments: 10** 

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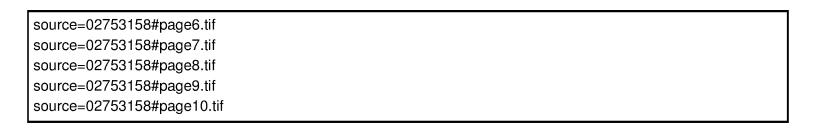
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**PATENT** 

REEL: 036758 FRAME: 0238



#### ASSIGNMENT

whereas, we, William R. Kennedy of Taylorville, Illinois, and John M. Kennedy of Taylorville, Illinois, have invented an improvement in A MINE VENTILATION STRUCTURE AND A DECK PANEL FOR SUCH A STRUCTURE (KDY 9523.USP) described in a U.S. provisional patent application assigned Serial No. 61/987,743, filed May 2, 2014;

AND, WHEREAS, Kennedy Metal Products & Buildings, Inc. of Taylorville, Illinois a corporation of the State of Delaware (hereinafter referred to as "ASSIGNEE") is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest, including the right to claim priority, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

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TO BE HELD AND ENJOYED by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

AND We hereby authorize and request the Director of the United States Patent and Trademark Office of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

AND We hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND We hereby jointly and severally covenant for ourselves and our respective legal representatives that we have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN	WITNESS	WHEREOF,	we	have	hereunto	set	our	hands.
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12-71-14 Date	William R. Kenned	ly V
COUNTY OF Christian		OFFICIAL SEAL STEPHANIE D OBRYAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/05/16
On this 315 day of a Notary Public, persona known to be the person d foregoing assignment and his free act and deed.	fly appeared willi escribed in and wh	o executed the
IN TESTIMONY WHEREO the date and year last a		set my hand and seal
	Stephanie Notary Public	0 Bryan

My Commission Expires:

4-5-16

12-31-14 Date	John & Kennedy
STATE OF <u>TL</u> COUNTY OF <u>Christian</u>	OFFICIAL SEAL STEPHANIE D OBRYAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/05/18
to be the person describe	, 2014, before me, lly appeared John M. Kennedy to me known ed, in and who executed, the foregoing ged that he executed same as his free
IN TESTIMONY WHEREO	F, I have hereunto set my hand and seal st above written.
	Stephane O'Snyan Notary Public
My Commission Expires:	
4 = 11	

### CONFIRMATORY PATENT ASSIGNMENT

WHEREAS, John M. Kennedy and William R. Kennedy of Taylorville, Illinois (hereafter "Assignors"), by assignment documents recorded in the U.S. Patent and Trademark Office (hereinafter "Assignment Documents"), intended to transfer to Jack Kennedy Metal Products & Buildings, Inc., a company duly organized and existing under the laws of the State of Delaware (hereinafter "Assignee"), all right, title, and interest in and to the inventions disclosed in the patents and patent applications listed on the attached Exhibit A (hereafter "the Patents/Applications"):

AND WHEREAS, through a scrivener's error, Assignee was misidentified in the respective Assignment Documents as "Kennedy Metal Products & Buildings, Inc.", which is not a legal entity;

NOW, THEREFORE, in order to correct the scrivener's error, Assignors do hereby confirm that by the respective Assignment Documents, Assignors intended to transfer to Assignee all right, title and interest in and to the Patents/Applications and inventions disclosed therein, and to the extent that the respective Assignment Documents were ineffective in doing so, Assignors do hereby sell, assign and transfer unto Assignee, all of Assignors' right, title and interest in and to the Patents/Applications and inventions disclosed therein.

ALL TO BE HELD AND ENJOYED by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had no sale and assignment of said interest been made.



IN WITNESS WHEREOF, Assignors and Assignee have signed this instrument. This is a nunc pro tune assignment executed on the date(s) below and having effect with respect to each of the Patents/Applications as of the effective date of the respective Assignment Document.

By Ophn M. Dame Date:\_\_\_\_\_\_\_\_
John M. Kennedy

## CERTIFICATE OF NOTARY PUBLIC

United States of America	)
State of <u>TLLinoi</u> 5	) ss.
City of Taylorville	)

On this \_\_\_\_\_\_day of April, 2015, before me, the undersigned notary public, personally appeared John M. Kennedy, known to me to be the person whose name is subscribed to the Confirmatory Patent Assignment and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

My commission expires:

(Notarial Seal)

Stephens DB

OFFICIAL SEAL
STEPHANIE D OBRYAN
HOTARY PUBLIC - STATE OF ILLINOIS
HY COMMISSION EMPRES NAME AS

By Date: 4-7-15 William R. Kennedy
CERTIFICATE OF NOTARY PUBLIC
United States of America ) State of Illinois ) ss. City of Taylorvilly )
On thisday of April, 2015, before me, the undersigned notary public,
personally appeared William R. Kennedy, known to me to be the person whose name is
subscribed to the Confirmatory Patent Assignment and acknowledged that he executed
the same for the purposes therein contained. In witness whereof, I hereunto set my hand
and official seal.
My commission expires: Staph o Bry
(Notarial Seal)
Date: 4-7-(5

OFFICIAL SEAL STEPHANIE D OBRYAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 04/08/16

On Behalf of Jack Kennedy Metal Products & Buildings, Inc.
By Date: 4-7-15
Name: William R. Kennedy
Title: President
CERTIFICATE OF NOTARY PUBLIC
United States of America State of II ) ss. City of Inylorville )
On thisday of April, 2015, before me, the undersigned notary public,
personally appeared William R. Kennedy , known to me to be the person whose
name is subscribed to the Confirmatory Patent Assignment and acknowledged that he
executed the same for the purposes therein contained. In witness whereof, I hereunto set
my hand and official seal.
My commission expires:  AND DEMONSTRATES  AND DE
(Notarial Seal)
Date: $\frac{4-7-15}{}$
OFFICIAL SEAL PHANIE D OBRYAN PUBLIC - STATE OF ILLINOIS AMISSION EXPIRES:04/05/16

# **EXHIBIT A**

Assignment Reel-	Assignment Execution	U.S. Application Serial	U.S. Patent
Frame in USPTO	Date (MO/D/Y)	Number	Number
019055-0488	3/22/2007	10/608,900 (KDY 9465)	6,938,372
019055-0488	3/22/2007	11/139,191 (KDY 9465.3)	7,118,472
019055-0488	3/22/2007	10/608,901 (KDY 9493)	6,955,594
019055-0488	3/22/2007	10/951,116 (KDY 9480.4)	7,267,505
019055-0488	3/22/2007	11/733,489 (KDY 9480.5)	7,438,506
019055-0488	3/22/2007	11/321,171 (KDY 9496.1)	8,172,153
019055-0488	3/22/2007	11/036,493 (KDY 9486)	7,182,687
019055-0488	3/22/2007	11/099,089 (KDY 9499)	7,891,574
019055-0488	3/22/2007	10/706,190 (KDY 9497)	7,393,025
018868-0240	1/31/2007	11/625,052 (KDY 9501.1)	7,533,942
018868-0262	1/31/2007	11/625,111 (KDY 9501.2)	8,678,515
020838-0022	4/16/2008	12/106,705 (KDY 9507)	8,007,047
022971-0270	7/16/2009	12/504,849 (KDY 9506.4)	8,220,094
019332-0706	5/14/2007	11/735,833 (KDY 9505)	7,665,930
022226-0640	2/9/2009	12/367,806 (KDY 9512.1)	8,444,108
023965-0058	2/13/2010	12/708,948 (KDY 9513)	8,800,204
033920-0745	2/13/2010	14/321,408 (KDY 9513.USC1)	ha, sta
024506-0416	6/3/2010	12/795,795 (KDY 9515)	8,162,569
034642-0181	12/31/2014	61/987,743 (KDY 9523.USP)	and the
029497-0245	12/17/2014	13/969,686 (KDY 9517.US)	. >=
029986-0179	3/1/2013	13/783,981 (KDY 9518)	8,960,419
033138-0585	3/14/2014	61/954,158 (KDY 9522.USP)	***
		14/658,994 (KDY 9522.US)	

Assignment Registration Number in CIPO	Assignment Registration Date (MO/D/Y)	Canadian Application Serial Number	Canadian Patent Number
05426860 & 05426861	6/14/2007	2,577,554 (KDY 9501.4)	2,577,554
₩ <b>₩</b>		2,673,729 (KDY 9506.3)	2,673,729
-	Seat.	2,628,724 (KDY 9505.2)	2,628,724
		2,654,815 (KDY 9512.3)	
05551597	3/1/2011	2,731,472 (KDY 9513.2)	
0558961	6/9/2011	2,741,272 (KDY 9515.1)	. '
05618595	8/13/2013	2,822,171 (KDY 9517.CA)	(max)
05634527	3/7/2014	2,843,526 (KDY 9518.CA)	
io po	· Mary	2,472,545 (KDY 9493.1)	2,472,545
	•	2,487,523 (KDY 9480.3)	2,487,523
<b>ye</b>	he se-	2,804,825 (KDY 9480.3100)	in in
TP 19	and fee	2,487,200 (KDY 9497.2)	2,487,200
	, m in	2,885,044 (KDY 9522,CA)	

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## EXHIBIT A

Australian Application Serial Number	Australian Patent Number
2007200266 (KDY 9501.3)	2007200266
2011205047 (KDY 9501.3100)	2011205047
2009202945 (KDY 9506.2)	2009202945
2008201155 (KDY 9505.1)	2008201155
2011200519 (KDY 9513.1)	2011200519
2013206839 (KDY 9517.AU)	· and plan
2014200775 (KDY 9518.AU)	
2004202803 (KDY 9493.2)	2004202803
2004222798 (KDY 9480.2)	2004222798
2009251071 (KDY 9480.2100)	2009251071
2004222796 (KDY 9497.1)	2004222796
2015201230 (KDY 9522.AU)	

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