## 503567102 11/12/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3613729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
JOSHUA DANIEL HERBECK	11/06/2015
GREGORY D. VAN DE MARK	11/06/2015

#### **RECEIVING PARTY DATA**

Name:	GREEN OX PALLET TECHNOLOGY, LLC	
Street Address:	15334 EAST HINSDALE CIRCLE, UNIT 1E	
City:	CENTENNIAL	
State/Country:	COLORADO	
Postal Code:	80112	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29527717

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** van.spier.yaniv@dorsey.com

Correspondent Name: YANIV VAN SPIER

Address Line 1: DORSEY & WHITNEY LLP

Address Line 2: 1400 WEWATTA STREET, SUITE 400

Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	P253002.US.01	
NAME OF SUBMITTER:	YANIV VAN SPIER	
SIGNATURE:	/Yaniv Van Spier/	
DATE SIGNED:	11/12/2015	

#### **Total Attachments: 5**

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PATENT REEL: 037026 FRAME: 0579

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### INDUSTRIAL DESIGN ASSIGNMENT

#### PARTIES TO THE ASSIGNMENT:

### Assignor(s):

Joshua Daniel Herbeck 15334 E. Hinsdale Circle, Unit 1-E Centennial, Colorado 80112 United States of America

Gregory D. Van de Mark 15334 E. Hinsdale Circle, Unit 1-E Centennial, Colorado 80112 United States of America

#### Assignee:

Green Ox Pallet Technology, LLC 15334 East Hinsdale Circle, Unit 1E Centennial, Colorado 80112 United States of America

State of Incorporation: Colorado

### DESIGN APPLICATION SUBJECT TO THE ASSIGNMENT:

WHEREAS, the Assignor(s) identified above (hereinafter, individually and collectively the "Assignor"), has invented and created certain new, original, ornamental/industrial design(s) for an article of manufacture (the "Design"), disclosed and described in an application for a design patent in the United States ("U.S.") filed on the filing date indicated above in the United States Patent and Trademark Office ("USPTO") and identified by the title, application number, and/or attorney docket number indicated above (the "Design Application"); and

WHEREAS, Assignee, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire the entire right, title, and interest of Assignor in and to the Design, the Design Application and in, to, and under any and all design patents and industrial design registrations to be obtained therefor:

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, and transferred and does hereby sell, assign, and transfer to the Assignee, its successors, legal representatives, and assigns, the entire right, title and interest in and to the Design, the Design Application, and all divisional, continuation, continuation-in-part, and continuing prosecution applications that claim priority thereto, and any reexamination and reissue applications thereof; all international, regional, and foreign applications that claim priority to, are counterparts of, or otherwise correspond thereto; the design patent(s) in the United States and corresponding industrial

Assignors' Initials

PATENT REEL: 037026 FRAME: 0580 design registrations in countries or regions foreign thereto, that may or shall issue or have issued therefrom; any extensions, substitutes, or renewals thereof; the right to claim priority to the filing date of the Design Application; any right, title, or interest in and to the Design and the Design Application under any international conventions; and any and all rights to collect damages for past, present, or future infringement of any U.S. or foreign patent or industrial design registration rights in the Design which may be, shall be, or have been granted (collectively "the Design Rights"); and

In the event that the Design Application claims priority to a design application previously filed and the design application was previously subject to an assignment from the Assignor, or one or more thereof, to the Assignee, this Assignment shall be considered a confirmatory assignment thereof; and

Assignor further authorizes said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for a design patent in the U.S. and corresponding design registrations in any and all foreign countries and regions, in its own name if desired, and otherwise take advantage of the provisions of any international conventions; and

Assignor hereby authorizes and requests transfer of the Design Application and any further applications, which may be or shall have been filed under the Design Rights, to the Assignee in accordance herewith and further authorizes and requests any official of any State whose duty consists of issuing design registrations or other evidence or forms of any industrial property protection issuing from the Design Application and all related applications, to issue same to the Assignee, its successors, and assigns in accordance herewith; and

Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number and filing date of the Design Application once known.

Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all right, title, and interest in the Design Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Design Rights to a third party, and Assignor hereby covenants and agrees with the Assignee, its successors and assigns, that Assignor will not execute in writing or do any act whatsoever conflicting with these representations; and

Assignor, on behalf of any individuals associated with the filing or prosecution of the Design Application in Assignor's employ or under its control, agrees to disclose to the Assignee any information, including, but not limited to, prior art references, that Assignor is presently aware of or becomes aware of in the future that would materially affect the patentability or registration of the Design or the Design Application or the present or future validity of the Design Rights; and

Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute such additional writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Design Rights, including giving testimony in any proceedings or transactions involving such Design Rights; and

Assignors' Initials

This document may be executed in two or more counterparts and by facsimile, all of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and

Assignor further covenants and agrees that this Assignment is effective as of May 21, 2015.

Assignors' Initials

My commission expires:

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.		
Date: 11-6-15 By: My lande Hale		
Gregor∳ D. Van de Mark		
STATE OF <u>Colorado</u> )		
STATE OF <u>Colorado</u> ) ss. COUNTY OF <u>Arapahoe</u> )		
V		
On this _bth day of, 2015, before me a Notary Public in and for		
said county, personally appeared Gregory D. Van de Mark who executed the foregoing		
instrument and acknowledged that he signed, sealed and delivered the same instrument as a		
free and voluntary act for the purposes and considerations therein expressed.		
(SEAL) KATHY BOWMAN  (SEAL) NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 20064022561  NOTARY ID 20064022561		
MY COMMISSION EXPIRES 06/12/2018   Notary Public		
My commission expires: $\frac{6/12/2018}{}$		

Assignors' Initials

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## **ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Date:	Green Ox Pallet Technology, LLC  By:	
	Name: Cain .) . CLARLY	
	Title: OWNER DIRECTOR	
STATE OF <u>Colorado</u> ) ss. COUNTY OF <u>Orapahoe</u> ) ss.		
COUNTY OF <u>Arapahoe</u> )		
V		
On this		
representative of the Assignee, <b>Green Ox Pallet Technology</b> , <b>LLC</b> , who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite		
corporate authority to execute and accept this patent Assignment and the same was executed		
as a free act and deed.		
(SEAL) KATHY BOWMAN (SEAL) NOTARY PUBLIC STATE OF COLORAD NOTARY ID 200640225 MY COMMISSION EXPIRES 06	i61 1/2 - D	
	Notary Public /	
My commission expires:	12018	

Assignors' Initials

**RECORDED: 11/12/2015** 

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PATENT REEL: 037026 FRAME: 0584