

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3720480

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S NAME previously recorded on Reel 025613 Frame 0965. Assignor(s) hereby confirms the ASSIGNMENT.
CONVEYING PARTY DATA	
Name	Execution Date
HARRY W. EBERLE, III	11/11/2015
RECEIVING PARTY DATA	
Name:	BLUE HERON ENTERPRISES, LLC
Street Address:	P.O. BOX 5389
City:	NORTH BRANCH
State/Country:	NEW JERSEY
Postal Code:	08876
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8161702
CORRESPONDENCE DATA	
Fax Number:	(908)654-0415
<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>	
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ATTORNEY DOCKET NUMBER:	BHERON 3.0-001 CIP CON CO
NAME OF SUBMITTER:	MELINDA C. CORMIER
SIGNATURE:	/Melinda C. Cormier/
DATE SIGNED:	02/01/2016
Total Attachments: 5	
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:ROBERTO COLON COMPANY:LERNER, DAVID, LITTENBERG, KRUMHOLZ & MENTLIK, LLP

01/11/2011 17:38 FAX 8086547886

LDLKM

+ USPTO ASSIGNMENT 002/003

Form PTO-1595 (Rev. 09/04)
OMB No. 0861-0027 (exp. 6/30/2006)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET	
ONLY	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): HARRY W. EBERLE, III Execution Date(s): <u>December 22, 2010</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>BLUE HERON ENTERPRISES LLC</u> Internal Address: _____ Street Address: _____ <u>P.O. BOX 5389</u> City: <u>NORTH BRANCH</u> State: <u>NEW JERSEY</u> Country: <u>United States of America</u> Zip: <u>08876</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input type="checkbox"/> Other _____	4. Application or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. A. Patent Application No.(s) <u>12/852,876</u> B. Patent No.(s) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Name and address to whom correspondence concerning document should be mailed: Name: <u>Roberto Colón</u> <u>LERNER, DAVID, LITTENBERG,</u> <u>KRUMHOLZ & MENTLIK, LLP</u> Internal Address: <u>Atty. Dkt.: BHERON 3.0-001 CIP CON CON</u> Street Address: <u>600 South Avenue West</u> City: <u>Westfield</u> State: <u>NJ</u> Zip: <u>07090</u> Phone Number: <u>(908) 654-5000</u> Fax Number: <u>(908) 654-0415</u> Email Address: _____	6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u>40.00</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting fee) 8. Payment Information a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>12-1095</u> Authorized User Name <u>Roberto Colón</u>
9. Signature: <u>Roberto Colón</u> Signature <u>Roberto Colón - 58.651</u> Name of Person Signing Date <u>January 11, 2011</u> Total number of pages including cover sheet, attachments, and documents: <u>2</u>	

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**CORRECTIVE AND CONFIRMATORY
PATENT ASSIGNMENT**

WHEREAS, the undersigned:

Harry W. EBERLE, III

(hereinafter "Inventor(s)), " have invented certain new and useful improvements the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") identified in **EXHIBIT A** (hereinafter "Application(s)").

WHEREAS, Inventors previously executed an Assignment of the invention for said Application ("Previous Assignment"), said previously executed Assignments erroneously identified the Assignee as **BLUE HERON ENTERPRISES LLC**, a New Jersey limited liability company.

WHEREAS, Inventors intended the previously executed Assignment of the invention for said Application to be assigned to **BLUE HERON ENTERPRISES, LLC** a New Jersey limited liability company at the time of execution of the earliest Assignment.

WHEREAS, the previous assignment sought to be corrected was executed on the date noted in **EXHIBIT A**, and recorded at the Reel/Frame identified in **EXHIBIT A**.

WHEREAS, **BLUE HERON ENTERPRISES, LLC**, a New Jersey limited liability company, having a mailing address of PO Box 5389, North Branch, NJ 08876, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter "Patent(s)") thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions, including the right to claim priority to said Inventions; (b) in and to all rights to all United States and corresponding non-United States patent applications and Patent(s), including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise; (c) in and to any and all applications filed and any and all Patent(s) granted on said Inventions in the United States, in any foreign country, or under any international convention, agreement, protocol, or treaty, including each and every application filed and any and all Patent(s) granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s).

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee, at Assignee's expense, to enable said Assignee to enjoy to the fullest extent the right, title and interest herein

**CORRECTIVE AND CONFIRMATORY
PATENT ASSIGNMENT**

conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith. Said Inventor(s) further warrant and represent that for the period of time from the execution of the Previous Assignment on the date noted in **EXHIBIT A**, between Inventor(s) and **BLUE HERON ENTERPRISES LLC**, through the time of execution of this Corrective and Confirmatory Patent Assignment made to Assignee, that no intervening transfers of any of the right, title or interest in the Invention were made.

5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 11/11/15

Harry W. Eberle, III
Harry W. EBERLE, III

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 11/11/15

By: Glen B. Eberle

Name: Glen B. Eberle
Title: Manager

EXHIBIT A

Application 10/037,325 (1/3/2002)
Title: DECKING SYSTEM AND ANCHORING DEVICE
Inventor: Harry W. EBERLE, III
Patent: 7,908,812 (3/22/2011)
Assignment Executed: March 18, 2011
Assignment Recorded at Reel/Frame (Date): 026109/0727 (2011-03-23)
File No. BHERON.7

Application 13/024,674 (2/10/2011)
Title: DECKING SYSTEM AND ANCHORING DEVICE
Inventor: Harry W. EBERLE, III
Patent: 8,287,206 (10/16/2012)
Assignment Executed: March 18, 2011
Assignment Recorded at Reel/Frame (Date): 026013/0931 (2011-03-23)
File No. BHERON.23

Application: 13/628,711 (9/27/2012)
Title: DECKING SYSTEM AND ANCHORING DEVICE
Inventor: Harry W. EBERLE, III
Published: US2013/0022392 (1/24/2013)
Assignment Executed: March 18, 2011
Assignment Recorded at Reel/Frame (Date): 029072/0759 (2012-09-27)
File No. BHERON.44

Application: 12/952,876 11/23/2010
Title: EXPANSION-COMPENSATING DECK FASTENER
Inventor: Harry W. EBERLE, III
Patent: 8,161,702 (4/24/2012)
Assignment Executed: December 22, 2010
Assignment Recorded at Reel/Frame (Date): 025613/0965 (2011-01-11)
File No. BHERON.5