

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3740458

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNOR'S NAME FROM HARRY W. EBERLE TO READ AS HARRY W. EBERLE, III previously recorded on Reel 037213 Frame 0737. Assignor(s) hereby confirms the ASSIGNMENT.		
CONVEYING PARTY DATA			
Name			Execution Date
HARRY W. EBERLE III			11/30/2015
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: 4			
Property Type	Number		
Patent Number:	7874113		
Patent Number:	6851884		
Patent Number:	D488373		
Application Number:	08811898		
CORRESPONDENCE DATA			
Fax Number:	(415)421-2292		
<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:	415 773 7381		
Email:	RDer@sflaw.com		
Correspondent Name:	CECILY ANNE O'REGAN / SHARTSIS FRIESE		
Address Line 1:	1 MARITIME PLAZA, 18TH FLR.		
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	1435		
NAME OF SUBMITTER:	CECILY ANNE O'REGAN		
SIGNATURE:	/Cecily Anne O'Regan/		
DATE SIGNED:	02/16/2016		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment" or "Agreement") is entered on November 30, 2015, by and between Harry W. Eberle, III aka Harry W. Eberle ("Assignor") and BLUE HERON ENTERPRISES, LLC, a New Jersey limited liability company ("Assignee"). Assignor and Assignee may be referred to herein individually as a "Party" and jointly as the "Parties."

WHEREAS, Assignor is the named inventor and owner of all rights, title, and interest in and to the intellectual property listed in Exhibit A, attached hereto and incorporated herein as if fully reproduced (the "Transferred Assets"); and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to obtain from Assignor an assignment and transfer of, the Transferred Assets pursuant to this Assignment.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received, and in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

1. Assignment of Transferred Assets. Assignor hereby unconditionally and irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, its successors and assigns, all of his right, title, and interest in, to, and under the Transferred Assets, said Transferred Assets set forth herein in Exhibit A, and any reissues, reexaminations, renewals, continuations, continuations-in-part, divisions, substitute applications thereof, and the like, and any extensions thereof, and all patents worldwide that may be granted thereon, together with the right to file such applications and the right to claim for the same the priority rights derived from such patent application under the laws of the United States and its territorial possessions, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such patents may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Cooperation with Assignee. Assignor agrees to cooperate with Assignee to provide the necessary executed assignments and other documents as required to perfect the assignment set forth in Section 1. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation, or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said inventions and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

3. Issuance of Future Patents. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection to issue respective Letters of Patent to Assignee, and the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term(s) for which said Patent(s) may be granted, as fully and entirely as the same would have been held by me had this assignment not been made.

4. No Prior Encumbrance. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the terms of this Assignment.

5. Right to Sue for Past Infringement. Assignor hereby expressly grants to Assignee all of Assignor's rights to bring any necessary action, including, but not limited to lawsuits, against any past, present, or future third party infringers, potential or actual, of any Transferred Asset as if the Assignor himself were bringing such action. Assignee shall have the right to any and all recoveries from any such actions and Assignor hereby waives any recovery obtained by Assignee.

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6. **Indemnification.** ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSIGNOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR NEGLIGENCE OF ANY PARTY, INCLUDING, BUT NOT LIMITED TO, THE SOLE, ACTIVE, PASSIVE, JOINT, OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY (OF WHATEVER CHARACTER) OF ASSIGNOR, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THIS ASSIGNMENT AND THE TRANSFERRED ASSETS. ASSIGNEE'S INDEMNITY UNDER THIS PARAGRAPH SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY ASSIGNOR.


7. **Prior Agreements; Waiver.** No modification of this Assignment shall be of any force or effect unless in writing and signed by an authorized signatory of both Parties. This Assignment constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes those provisions of all prior and contemporaneous agreements, representations and understandings of the parties pertaining to the same subject matter. No waiver of any of the provisions of this Assignment shall be deemed to, or shall constitute a waiver of, any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. **Captions and Headings.** Captions and headings used herein are inserted only for convenience of reference only and shall not operate to modify, interpret, alter, limit or define any provision hereof.

IN WITNESS WHEREOF, Assignor hereby assigns the Transferred Assets to the Assignee and the Assignee hereby accepts said assignment and has hereunto set hand and seal on the following dates.

ASSIGNOR:

By:


Harry W. Eberle III
aka
Harry W. Eberle

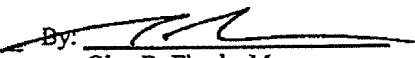
Date:

11/30/15

ASSIGNEE:

BLUE HERON ENTERPRISES, LLC

By:


Glen B. Eberle, Manager

Date:

11/30/15

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**EXHIBIT A
TRANSFERRED ASSETS**

Case Type	Country	Inventor Name	Status, Filing Date, App. Serial No.	Issue/Reg. date Pat/Reg. No.	Title
US Utility Patent	US	Eberle, Harry W.	Status: Issued Filed: 03/20/2003 Serial #: 10/393,100	Issued: 2/8/2005 Pat. #: 6,851,884	Decking Anchor Device
US Utility Patent	US	Eberle, Harry W.	Status: Issued Filed: 03/20/2003 Serial #: 90/007,770	Issued: 10/23/2007 Pat. #: 6,851,884	Re-examination of US Patent 6,851,884
US Utility Patent	US	Eberle III, Harry W.	Status: Issued Filed: 08/24/2009 Serial #: 12/583,702	Issued: 1/25/2011 Pat. #: 7,874,113	Expansion-Compensating Deck Fastener
Foreign Utility Patent	Canada	Eberle III, Harry W.	Status: Issued Filed: 2/6/2003 Serial #: 2418569	Issued: 4/26/2011 Pat. #: 2418569	Decking System and Anchoring Device
Foreign Utility Patent	Australia	Eberle III, Harry W.	Status: Abandoned Filed: 03/09/1998 Serial #: 58301/98		Anchoring Biscuit Device for Joining Two Adjacent Boards
Foreign Utility Patent	Australia	Eberle III, Harry W.	Status: Filed Filed: 11/5/1999 Serial #: 1999059324	Issued: 1/8/2004 Pat. #: 765758	Anchoring Biscuit Device
Foreign Utility Patent	Australia	Eberle III, Harry W.	Status: Abandoned Filed: 7/25/2003 Serial #: 2003221391		Anchoring Biscuit Device for Joining Two Adjacent Boards
Foreign Utility Patent	Canada	Eberle III, Harry W.	Status: Filed Filed: 3/3/1998 Serial #: 2231211	Issued: 10/31/2006 Pat. #: 2231211	Anchoring Biscuit Device for Joining Two Adjacent Boards
Foreign Utility Patent	Canada	Eberle III, Harry W.	Status: Filed Filed: 4/14/2000 Serial #: 2305852	Issued: 6/30/2009 Pat. #: 2305852	Anchoring Biscuit Device
Foreign Utility Patent	European Patent Convention	Eberle III, Harry W.	Status: Abandoned Filed: 11/04/1999 Serial #: 99308803.8		Anchoring Biscuit Device
Foreign Utility Patent	European Patent Convention	Eberle III, Harry W.	Status: Abandoned Filed: 03/05/1998 Serial #: 98301644.5		Anchoring Biscuit Device for Joining Two Adjacent Boards
US Utility Patent	US	Eberle III, Harry W.	Status: Abandoned Filed: 03/05/1997 Serial #: 08/811,898		Anchoring Biscuit Device for Joining Two Adjacent Boards
US Design Patent	US	Eberle, Harry W.	Status: Filed Filed: 5/24/2001 Serial #: 29/142,395	Issued: 4/13/2004 Pat. #: D488,373	Hidden Fastener Device for Joining Deck Boards

RECORDED: 12/04/2015

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EPAS ID: PAT3643923

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
HARRY W. EBERLE		11/30/2015
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: 4		
Property Type	Number	
Patent Number:	7874113	
Patent Number:	6851884	
Patent Number:	D488373	
Application Number:	08811898	
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>		
Phone:	(908) 518-6328	
Email:	assignment@lerner david.com	
Correspondent Name:	LDLK&M	
Address Line 1:	600 SOUTH AVENUE WEST	
Address Line 4:	WESTFIELD, NEW JERSEY 07090	
ATTORNEY DOCKET NUMBER:	BHERON 3.0-001 CIP CON	
NAME OF SUBMITTER:	MELINDA C. CORMIER	
SIGNATURE:	/Melinda C. Cormier/	
DATE SIGNED:	12/04/2015	
Total Attachments: 3		
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