

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3835721

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>SEQUENCE:</b>	1

**CONVEYING PARTY DATA**

Name	Execution Date
DANIEL J. CASHMAN	12/28/2012

**RECEIVING PARTY DATA**

<b>Name:</b>	RICHARD L. BREADY
<b>Street Address:</b>	280 IRVING AVENUE
<b>City:</b>	PROVIDENCE
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02096

**PROPERTY NUMBERS Total: 9**

Property Type	Number
Patent Number:	8061093
Patent Number:	7874108
Patent Number:	8141308
Patent Number:	8011139
Patent Number:	8230651
Patent Number:	8919073
Patent Number:	7921620
Patent Number:	8347583
Patent Number:	8601768

**CORRESPONDENCE DATA**

**Fax Number:** (860)527-5029

*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:** (860) 527-9211

**Email:** akot@pctlaw.com

**Correspondent Name:** ALIX, YALE & RISTAS, LLP

**Address Line 1:** 750 MAIN STREET

**Address Line 2:** SUITE 1400

**Address Line 4:** HARTFORD, CONNECTICUT 06103

<b>ATTORNEY DOCKET NUMBER:</b>	EDS/M601
--------------------------------	----------

PATENT

<b>NAME OF SUBMITTER:</b>	AGNIESZKA KOT
<b>SIGNATURE:</b>	/Agnieszka Kot/
<b>DATE SIGNED:</b>	04/19/2016
<b>Total Attachments: 8</b> source=Assignment_Cashman_to_Bready#page1.tif source=Assignment_Cashman_to_Bready#page2.tif source=Assignment_Cashman_to_Bready#page3.tif source=Assignment_Cashman_to_Bready#page4.tif source=Assignment_Cashman_to_Bready#page5.tif source=Assignment_Cashman_to_Bready#page6.tif source=Assignment_Cashman_to_Bready#page7.tif source=Assignment_Cashman_to_Bready#page8.tif	

## PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of December 28th, 2012 ("Effective Date") by and between Daniel J Cashman, an individual, of the Town of Suffield, County of Hartford and State of Connecticut (the "Assignor") and Richard L. Bready of the City of Providence and State of Rhode Island (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

### RECITALS

**WHEREAS**, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patents"); and

**WHEREAS**, it is the Assignor's intention to assign and transfer to the Assignee fifty (50%) percent of all of his right, title, and interest in and to the Inventions and the Patents; and

**WHEREAS**, the Assignee desires to acquire fifty (50%) percent of all of the Assignor's right, title, and interest in and to the Inventions and the Patents and fifty (50%) percent of all any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Assignment.

**NOW, THEREFORE**, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes fifty (50%) percent of all all of the Assignor's right, title, and interest in and to the following:

- (a) the Inventions and the Patents described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters patents, or similar

legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

## **2. CONSIDERATION.**

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of One Million and 00/100 dollars (\$1,000,000.00), the receipt of which is hereby acknowledged (the "Consideration").

## **3. AUTHORIZATION TO DIRECTOR.**

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. The Assignor also hereby authorizes and requests an attorney having the power of attorney to prosecute the application from Daniel J. Cashman to insert here in parenthesis the filing date and application number ( \_\_\_\_\_ ) of the patent application when known.

## **4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.**

The Assignor hereby represents and warrants to the Assignee that he:

- (a) is the sole owner of all right, title, and interest in and to the Inventions and the Patents;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;

- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.**

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### **6. NO EARLY ASSIGNMENT.**

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

#### **7. DOCUMENTATION.**

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignee with a complete copy of all documentation (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States;

- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

#### **8. NO FURTHER USE OF INVENTIONS OR PATENTS.**

The Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

#### **9. SUCCESSORS AND ASSIGNS.**

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

#### **10. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **11. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:  
Daniel J. Cashman  
1152 Russell Ave  
Suffield, CT 06078

If to the Assignee:  
Richard L. Bready

280 Irving Ave  
Providence RI 02096

## **12. GOVERNING LAW.**

This Assignment shall be governed by the laws of the State of Connecticut. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

## **13. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

## **14. SEVERABILITY.**

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

## **15. ENTIRE ASSIGNMENT.**

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

## **16. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

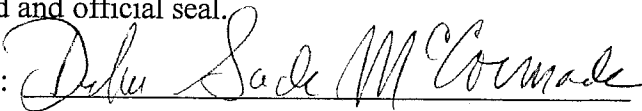
  
\_\_\_\_\_

Daniel J Cashman

)  
State of Connecticut )  
) .ss East Windsor  
County of Hartford )

On this <sup>27</sup>th day of December, 2012, before me, the undersigned Notary Public, personally appeared before me Daniel J. Cashman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: 

My Commission Expires: \_\_\_\_\_

**DEBRA SACK McCORMACK**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2017



ASSIGNEE

Richard L. Bready  
Richard L. Bready

ACKNOWLEDGMENT  
OF NOTARY PUBLIC

)  
State of Connecticut )  
) .ss East Windsor  
County of Hartford )

On this <sup>28</sup>~~27~~ day of December, 2012, before me, the undersigned Notary Public, personally appeared before me Richard L. Bready, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals who signed the foregoing document and acknowledged to me that he executed the same in his authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Debra Sack McCormack

My Commission Expires: \_\_\_\_\_  
**DEBRA SACK McCORMACK**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES DEC. 31, 2017

**SCHEDULE 1**

**LIST OF PATENTS**

<u>Patent No.</u>	<u>Date</u>	<u>Inventor</u>	<u>Title</u>
US 7,874,108 B2	1/25/2011	Daniel J Cashman	Window Frame With Installation Flange
US7,921,620 B2	4/12/2011	Daniel J Cashman	Method of Framing Wall Penetration
US 8,061,093 B2	11/22/2011	Daniel J Cashman	Window Frame With Installation Hooks
US 8,230,651 B2	7/31/2012	Daniel J Cashman	Window Frame With Taped Installation Flange
US8,141,308 B2	5/27/2012	Daniel J Cashman	Prefabricated Corner Post
US8,011,139 B2	9/6/2011	Daniel J Cashman	Rapid Install Mantle

**LIST OF PROVISIONAL PATENT APPLICATIONS**

<u>Application #</u>	<u>Inventor</u>	<u>Title</u>
12/925,478	Daniel J Cashman	Building Trim With Slideable Trim
12/925,994	Daniel J Cashman	Window Trim Having Integrated Window Box Gasket
12/928,994	Daniel J. Cashman	Building Trim
12/932,654	Daniel J Cashman	Brick Mold Trim
13/404,177	Daniel J Cashman	Trim Attachment For buildings