05/19/2016 503834853

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3881501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL CAMPBELL	05/09/2016

RECEIVING PARTY DATA

Name:	JUSTRITE MANUFACTURING COMPANY, L.L.C.		
Street Address:	2454 E. DEMPSTER STREET		
City:	DES PLAINES		
State/Country:	ILLINOIS		
Postal Code:	60016		

PROPERTY NUMBERS Total: 13

Property Type	Number
Patent Number:	5992475
Patent Number:	6422273
Patent Number:	5826447
Application Number:	13212346
Application Number:	14623996
Application Number:	29546867
Application Number:	14676458
Application Number:	29547478
Application Number:	62158928
Application Number:	15149136
PCT Number:	US1545366
PCT Number:	US1553416
PCT Number:	US1631396

CORRESPONDENCE DATA

Fax Number: (612)492-7077

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: 6124927628

Email: Irand@fredlaw.com

Correspondent Name: **LEIGH RAND**

Address Line 1: 200 S. 6TH STREET

PATENT

REEL: 038652 FRAME: 0164 503834853

Address Line 2: **SUITE 4000** Address Line 4: MINNEAPOLIS, MINNESOTA 55402 **ATTORNEY DOCKET NUMBER:** 75327.2 NAME OF SUBMITTER: **LEIGH RAND SIGNATURE:** /Leigh Rand/ **DATE SIGNED:** 05/19/2016 **Total Attachments: 5**

source=Patent Assignment (Campbell)#page1.tif source=Patent Assignment (Campbell)#page2.tif source=Patent Assignment (Campbell)#page3.tif source=Patent Assignment (Campbell)#page4.tif source=Patent Assignment (Campbell)#page5.tif

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made as of May 9, 2016, by Michael Campbell, an individual ("Assignor"), in favor of Justrite Manufacturing Company, L.L.C., a Delaware limited liability company ("Assignee").

Pursuant to an Asset Purchase Agreement dated May 9, 2016 (the "<u>Purchase Agreement</u>"), Assignor has assigned to Assignee, among other assets, the patents and patent applications set forth on <u>Exhibit A</u>, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Patents"):
- (a) the patents and patent applications set forth on <u>Exhibit A</u> hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the assigned Patents to Assignee, or any assignee or successor thereto.
- 3. <u>Purchase Agreement</u>. This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or

shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

- 4. <u>Assignment</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

	Assignor:
	Michael Campbell
	By While I whomat
V	· · · · · · · · · · · · · · · · · · ·
STATE OF \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	
COUNTY OF	
and and and	
On this day of 2016, personand known to be Michael Campbell, an individual composition of the co	onally appeared Michael Campbell, to me known idual, and acknowledged that he executed the
foregoing Assignment.	MARTIN PAIGE
Kunda Vara Mar	My Commission Expires
Notary Public	COMMISSION
ACDEED TO AND ACCEPTED.	June 30, 2017 COMMISSION NUMBER 193719
AGREED TO AND ACCEPTED:	Assignee:
	8363233833878
<i>y</i>	Justrite Manufacturing Company, L.L.C.
	2002260
	Ву:
	Name: Mark McElhinny Its: Chief Executive Officer and
	President
STATE OF)	resident
)ss:	
COUNTY OF)	
	onally appeared Mark McElhinny, to me known
	d President of Justrite Manufacturing Company,
Assignment on behalf of said corporation pursua	nd acknowledged that he executed the foregoing int to authority duly received.
u manan wan san san ilinan ilinan sala mulalahari sa baka bala sa 4.	n a Herekander (2015 Autor). 🛩 1925 Aut 🥰 i S2 Autorio 11 i Santi Ae
Notary Public	

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

		Assignor:
		Michael Campbell
		Ву:
STATE OF)	
COUNTY OF	, jss:)	
		personally appeared Michael Campbell, to me known individual, and acknowledged that he executed the
Notary Public		
AGREED TO AND ACC	EPTED:	Assignee:
		Justrite Manufacturing Company, L.L.G. By Name: Mark McEllminy Its: Chief Executive Officer and President
STATE OF <u>TZZZZWOZ</u> S	<u>,</u>	• • • • • • • • • • • • • • • • • • • •
COUNTY OF <u>Cook</u>	_)	
and known to be the Chie L.L.C., a Delaware limited	f Executive Offic d liability compa	, personally appeared Mark McElhinny, to me known per and President of Justrite Manufacturing Company, my, and acknowledged that he executed the foregoing tursuant to authority duly received. OFFICIAL SEAL
		REGINA A PANTAZI NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES 05/01/19

EXHIBIT A TO PATENT ASSIGNMENT

Application/ Patent	Publication/ Issue		
No.	Date	Title	Country
5,992,475	11-30-1999	AEROSOL-CONTAINER EVACUATING SYSTEM	U.S.
6,422,273	07-23-2002	EVACUATION SYSTEM FILTER	U.S.
5,826,447	10-27-1998	PROCEDURE FOR HANDLING MATERIALS IN DRUMS AND BUNG- PLUG APPARATUS AND METHOD THEREFOR	U.S.
13/212,346	02-21-2013	GAS EVACUATION SYSTEM WITH COUNTER	U.S.
14/623,996	10-22-2015	PUNCTURING DEVICE FOR AEROSOL CONTAINERS	U.S.
14/676,458	10-01-2015	FILTER FOR A PROPELLANT GAS EVACUATION SYSTEM	U.S.
29/546,867		SHIELD FOR PUNCTURING DEVICE	U.S.
29/547,478		DRUM LEVEL INDICATOR	U.S.
62/158,928		IMPROVED FILTER FOR A PROPELLANT GAS EVACUATION SYSTEM	U.S.
15/149,136	05-08-2016	IMPROVED FILTER FOR A PROPELLANT GAS EVACUATION SYSTEM	U.S.
DE 0580789 (Expired)	1997-03-13	PUNCTURING DEVICE FOR AEROSOL CONTAINERS	Germany
JP 3458138 (Expired)	1994-10-27	PUNCTURING DEVICE FOR AEROSOL CONTAINERS	Japan
PCT/US15/45366		PUNCTURING DEVICE FOR AEROSOL CONTAINERS	PCT
PCT/US15/53416		FILTER FOR A PROPELLANT GAS EVACUATION SYSTEM	PCT
PCT/US16/31396	05-08-2016	IMPROVED FILTER FOR A PROPELLANT GAS EVACUATION SYSTEM	PCT

PATENT REEL: 038652 FRAME: 0170

RECORDED: 05/19/2016