

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3902354

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ROBERT GIRARDI	06/03/2016
RECEIVING PARTY DATA		
Name:	KILN DRYING SYSTEMS & COMPONENTS, INC.	
Street Address:	234 INDUSTRIAL DRIVE	
City:	HENDERSONVILLE	
State/Country:	NORTH CAROLINA	
Postal Code:	28739	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15154602	
CORRESPONDENCE DATA		
Fax Number:	(919)869-1522	
<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:	919 818 9147	
Email:	kef@FLYNNipLAW.com	
Correspondent Name:	KEVIN E FLYNN	
Address Line 1:	POST OFFICE BOX 4655	
Address Line 4:	CHAPEL HILL, NORTH CAROLINA 27514	
ATTORNEY DOCKET NUMBER:	KDS15001USU	
NAME OF SUBMITTER:	KEVIN E FLYNN	
SIGNATURE:	/Kevin E Flynn, #37,325/	
DATE SIGNED:	06/03/2016	
Total Attachments: 4		
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ASSIGNMENT OF RIGHTS

WHEREAS, Robert Girardi, an individual residing at 41 Treetop Drive, Arden North Carolina, 28704, United States of America; is an inventor of the one or more new and useful improvements, including improved ornamental designs, described in a United States Patent Application Serial Number 15/154,602, Docket No. KDS15001USU, filed on May 13, 2016 with the title:

Heat Treatment of Firewood

WHEREAS, KILN DRYING SYSTEMS & COMPONENTS, INC. with a location at 234 Industrial Drive, Hendersonville, North Carolina 28739, United States of America (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called ASSIGNEE) is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for consideration received by the ASSIGNOR through the ASSIGNOR's employment with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, if any, to the said improvements, including improvements to ornamental design, and to all of the ASSIGNOR's copyrights in the above-identified applications, including:

all rights currently owned or acquired in the future by the ASSIGNOR in any patent or other legal document claiming one or more aspects of the improvements described in the above-identified application(s) including any improvement not explicitly claimed in the above-identified application(s); and including any patent or other legal document which do not claim priority to the application(s) identified above;

all rights currently owned or acquired in the future by the ASSIGNOR in any patent or other legal document that claims any of the above-identified application(s) as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent application(s), including links such as: one or more provisional applications which include the subject matter in the application(s) identified above, including design patent applications, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

and the right to claim priority to one or more of the application(s) identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

The ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent application(s) to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any 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 hereby grants to ASSIGNEE the right to file applications in any or all countries or regional systems on any of the conveyed intellectual property in the name of the ASSIGNOR, in the name of the ASSIGNEE, or otherwise, as ASSIGNEE may deem advisable.

The ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers desired by ASSIGNEE for: advancement of the application in the United States, including declarations of inventorship; filing and granting of foreign applications; or perfecting of title in ASSIGNEE.


The ASSIGNOR hereby covenants and agrees to: communicate to ASSIGNEE any facts known to that ASSIGNOR respecting said improvements; provide relevant prior art material as required by law; testify in any legal proceeding; sign all lawful papers; execute all divisional, continuation, continuation-in-part, substitute and reissue applications; make all rightful oaths or declarations; and generally do everything possible to obtain, maintain, and enforce proper legal protection for said improvements in all countries, regions, or systems.

The ASSIGNOR hereby further covenants and agrees that the ASSIGNOR has the full right to convey the entire interest herein assigned, and the ASSIGNOR has not and will not execute any agreement in conflict herewith. The earlier assignment of United States Provisional Application No. 62/273,116 for Firewood Kilns Using Track Kiln Features recognized as consistent with the spirit and intent of the present assignment.

The ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that the ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

The ASSIGNOR and the ASSIGNEE intend and agree that the substantive law of the State of North Carolina shall govern any dispute that relates in any way to this Assignment of Rights, regardless of any contrary result suggested by any choice-law rules.

The ASSIGNOR and the ASSIGNEE intend and agree to submit any dispute that relates in any way to this Assignment of Rights to the exclusive jurisdiction of the state or federal courts having jurisdiction over North Carolina.

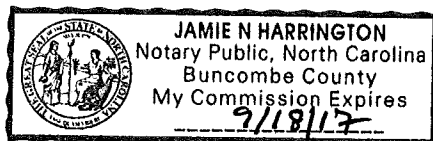
Typed Name Robert Girardi	
Date of Signature <u>6/3/16</u>	 SIGNATURE ABOVE

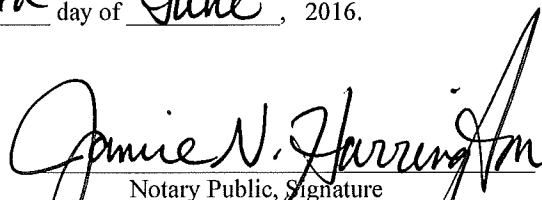
State of North Carolina)
County of Buncombe) ss:

I Jamie N. Harrington, a Notary Public authorized to serve as a Notary for said County and State, certify that Robert Girardi personally appeared before me this day, acknowledging to me that he or she signed the foregoing assignment.

Witness my hand and official seal this the 3rd day of June, 2016.


(Official Seal)




Notary Public, Signature
Jamie N. Harrington
Printed or Typed Name, Notary Public

My commission expires 18 Sept 2017

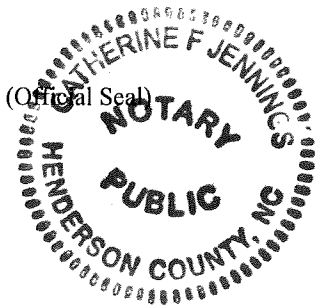
FOR ASSIGNEE

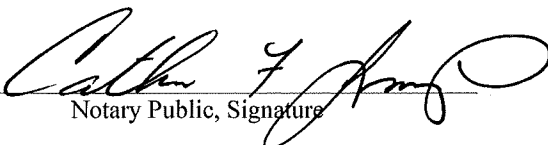
Typed Name Robert Girardi	
Date of Signature <u>6/2/16</u>	
Signing-As President on behalf of KILN DRYING SYSTEMS & COMPONENTS, INC.	
SIGNATURE ABOVE	

State of North Carolina)
County of Henderson) ss:

I Catherine F Jennings, a Notary Public authorized to serve as a Notary for said County and State, certify that Robert Girardi personally appeared before me this day, acknowledging to me that he or she signed the foregoing assignment.

Witness my hand and official seal this the 2 day of June, 2016.




Notary Public, Signature

Catherine F Jennings
Printed or Typed Name, Notary Public

My commission expires January 13, 2021.