PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4035192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CLIFFORD H. RAY	11/13/2009
GLENN D. FISSELER	11/13/2009
WILLIAM GUYTON	11/13/2009

RECEIVING PARTY DATA

Name:	FAIRFIELD INDUSTRIES, INC.
Street Address:	1111 GILLINGHAM LANE
City:	SUGAR LAND
State/Country:	TEXAS
Postal Code:	77478

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15254590

CORRESPONDENCE DATA

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JAMES DE VELLIS **Correspondent Name:**

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Address Line 2: **FOLEY & LARDNER LLP** Address Line 4: WASHINGTON, D.C. 20007

ATTORNEY DOCKET NUMBER:	102179-0573	
NAME OF SUBMITTER:	JAMES DE VELLIS	
SIGNATURE:	/James De Vellis/	
DATE SIGNED:	09/01/2016	

Total Attachments: 3

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> **PATENT** REEL: 039616 FRAME: 0939 503988535

ASSIGNMENT

WHEREAS, Clifford H. Ray ("ASSIGNOR"), a citizen of the United States, residing at 5402 Weston Drive; Fulshear, Texas 77441 has developed and is the owner of certain inventions and their related patents and patent applications, as embodied in and represented by application for Letters Patent of the United States of America

WHEREAS, Glenn D. Fisseler ("ASSIGNOR"), a citizen of the United States, residing at 7918 Roos; Houston, Texas 77036 has developed and is the owner of certain inventions and their related patents and patent applications, as embodied in and represented by application for Letters Patent of the United States of America

WHEREAS, William Guyton ("ASSIGNOR"), a citizen of the United States, residing at 1006 Mill Song Court; Sugar Land, Texas 77498 has developed and is the owner of certain inventions and their related patents and patent applications, as embodied in and represented by application for Letters Patent of the United States of America

	of even date filed herewith; and
<u>X</u>	filed on May 22, 2008 and assigned application number 12/154,413

(collectively, "Intellectual Property"); and

WHEREAS, the ASSIGNOR is desirous of assigning all of his right in the Intellectual Property to Fairfield Industries, Inc. ("ASSIGNEE"), a Delaware corporation, doing business at 1111 Gillingham Lane; Sugar Land, Texas 77478.

NOW, THEREFORE, subject to the terms, conditions, covenants and provisions of this Assignment, and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the parties hereto, intending legally to be bound, agree as follows:

ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, said ASSIGNOR'S entire right, title and interest in the Intellectual Property, including, without limitation, (i) all United States and foreign rights therein, whether patentable or not, and in and to aforesaid patents, patent applications and any divisions or continuations thereof, and any patents or similar registrations obtained for the said Intellectual Property in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such patents and (ii) all causes of action, past, present, and future, for infringement, unfair competition or otherwise with respect to the Intellectual Property and all disclosures of ideas, whether or not patentable and all pending applications.

ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

ASSIGNOR hereby covenants that (i) he believes himself to be the original and first inventor of the subject matter of the Intellectual property; (ii) he has the full right to convey his entire right, title and interest in said Intellectual Property, and (iii) he has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR further covenants that he will, at any time, upon ASSIGNEE'S request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in the Intellectual Property, or any patents that may be granted therefore, in the ASSIGNEE, its successors and assigns, and if ASSIGNEE, or its assignee, desires to make a substitute, divisional or continuation application for said Intellectual Property, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, or undertake any other act to secure and protect the ASSIGNEE'S rights in the Intellectual Property, that he will upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purposes, but at the expense of the ASSIGNEE.

ASSIGNOR hereby acknowledges that the entire beneficial interest in the Intellectual Property and to which the above application relates is irrevocably vested in the ASSIGNEE including the right to make the application for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assents to the making of any such applications, with or without priority claims, and of any divisional application resulting therefrom.

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ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do. Executed and delivered this 13 day of Torenter Inventor: State of Texas County of Foot Bend Personally appeared before me this 13 day of Lovennice, 2009, Clifford H. Ray, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth. BETTY A. KUENSTLER Notary Public, State Of Texas My Commission Expires My Commission expires 02-12-2010 ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do. Executed and delivered this 13 day of Nov., , 2009. Llenn D. Fisseler
Glenn D. Fisseler Inventor: State of Texas Personally appeared before me this 13 day of 1009, Glenn D. Fisseler, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth. My Commission expires 3-12-2016 (SEAL)



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ASSIGNOR further covenants that he will at all times communicate to the ASSIGNEE, its successors, assigns or legal representatives, all facts relating to said Intellectual Property and Letters Patent, or the history thereof, known to him, and testify as the same in interferences or other litigation, when requested so to do.

Executed and delivered this 13 day of Inventor: State of Texas County of Personally appeared before me this 13 day of 10 em lu ,2009, William Guyton, known to me to be the person whose name is subscribed to the foregoing instrument, and each acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth. BETTY A. KUENSTLER

My Commission expires_

Notary Public, State Of Texas My Commission Expires 02-12-2010 9070_1.DOC