504019005 09/23/2016

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GERARD W. BILSKI	02/28/2014
DONALD W. BALDWIN JR.	02/28/2014

RECEIVING PARTY DATA

Name:	FRAM GROUP IP, LLC
Street Address:	1900 WEST FIELD COURT
City:	LAKE FOREST
State/Country:	ILLINOIS
Postal Code:	60045

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15273315

CORRESPONDENCE DATA

Fax Number: (312)759-5646

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: 3123571313

Email: maburto@btlaw.com

Correspondent Name: **BARNES & THORNBURG LLP**

Address Line 1: P.O. BOX 2786

Address Line 4: CHICAGO, ILLINOIS 60690-2786

ATTORNEY DOCKET NUMBER:	53216-258716
NAME OF SUBMITTER:	ELIZABETH A. PETERS
SIGNATURE:	/Elizabeth A. Peters/
DATE SIGNED:	09/23/2016

Total Attachments: 5

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> **PATENT** REEL: 039839 FRAME: 0419

504019005

Attorney Docket No.: 53216-702387

ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged,
Name(s) of Inventor(s); Conveying Party(ies)
Gerard W. Bilski
Donald W. Baldwin 36
maker(s) of an invention which is the subject of: (Check applicable boxes and enter serial number and date if available)
 United States Provisional Application identified by Application No and filing date and/or United States National Application identified by Application No. <u>14/192,537</u> and filing date <u>February 27, 2014</u>; and/or PCT International Application, identified by Application No and filing date, and entitled:
Title of Application
FLUID FILTER
hereinaster (the "Application(s)")
Barnes & Thornburg LLP, One North Wacker Drive, Suite 4400, Chicago, Illinois 60606 is authorized to insert in parentheses (Application number, filed) the filing date and application number of said application when known.
the undersigned hereby sell(s), assign(s), and set(s) over to:
Name of Assignee(s); Receiving Party(ies);
Fram Group IP, LLC
Address of principal place of business
1900 West Field Court
Lake Forest, IL 60045
Insert State of Incorporation (if applicable) or "Not Applicable"
a corporation of <u>Delaware</u>
(hereinafter designated as the Assignee) their entire right, title and interest in, to and under the Application(s) throughout the world, including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.
The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue

-1-

applications thereof, and any reexamination of any of such Applications, and also to execute separate assignments in connection with such Applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting or following from said Application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

IN WITNESS WHEREO	F, I have executed this assignment this	day of	, 2014.
Inventor's Signature	in the state of th		
Gerard W. Bilski Printed Name			
STATE OF			
subscribed to the foregoing assign	, 2014, be , who is personally known to ment document, and acknowledged that her the uses and purposes therein set forth.	efore me, a Notary Pub- le to be the same perso e/she signed and delive	lic in and for said on whose name is cred the document
{SEAL}	Notary Public My Commission Expi	ires:	

IN WITNESS WHEREOF, I have executed this	assignment this 28 day of February, 2014.
Inventor's Signature	
Donald W. Baldwin Tr. Printed Name	
STATE OF VIOLITICAL)	
STATE OF KENTUCKY COUNTY OF TEFFERSON SS:	
On this 28' day of FEBRUARY county, appeared DONALD W. BALD, Who is persubscribed to the foregoing assignment document, and a as his/her free and voluntary act for the uses and purposed	, 2014, before me, a Notary Public in and for said onally known to me to be the same person whose name is cknowledged that he/she signed and delivered the documents therein set forth.
No	Sharon Hoave
(OTAX)	v Commission Expires: TUNE 21, 2015

U.S. NATIONAL / INTERNATIONAL PCT APPLICATION ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 53216-702387

ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged,
Name(s) of Inventor(s); Conveying Party(ies)
Gerard W. Bilski
Donald W. Baldwin
maker(s) of an invention which is the subject of: (Check applicable boxes and enter serial number and date if available)
☐ United States Provisional Application identified by Application No and filing date and/or ☐ United States National Application identified by Application No and filing date and/or ☐ PCT International Application, identified by Application No and filing date, and entitled:
Title of Application
FLUID FILTER
hereinafter (the "Application(s)")
Barnes & Thornburg LLP, One North Wacker Drive, Suite 4400, Chicago, Illinois 60606 is authorized to insert in parentheses (Application number, filed) the filing date and application number of said application when known.
the undersigned hereby sell(s), assign(s), and set(s) over to:
Name of Assignee(s); Receiving Party(ies);
Fram Group IP, LLC
Address of principal place of business
1900 West Field Court
Lake Forest, IL 60045
Insert State of Incorporation (if applicable) or "Not Applicable"
a corporation of <u>Delaware</u>
(hereinafter designated as the Assignee) their entire right, title and interest in, to and under the Application(s) throughout the world, including all priority rights for the United States and other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application(s) and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.
The undersigned agree(s) to execute all papers necessary in connection with the Application(s) in the United States and counterpart applications in foreign countries and any continuing, divisional, or reissue

applications thereof, and any reexamination of any of such Applications, and also to execute separate assignments in connection with such Applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the Application(s), U.S. national counterparts thereof, or continuation(s), division(s), reissue(s), reexamination(s) thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

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Grand W Bilin	cuted this assignment this Z8 day of February, 2014.
Inventor's Signature	
Gerard W. Bilski	
Printed Name	
county of Wood)	SS:
On this 28 day of February	, 2014, before me, a Notary Public in and for said to is personally known to me to be the same person whose name is ent, and acknowledged that he/she signed and delivered the document depurposes therein set forth.
•	Lesley Shaw Brggo Notary Pyrolic
{SEAL}	My Commission Expires: 10/33/14
LESLEY SHAW BR NOTARY PUBLIC- MY COMMISSION EXPIRES	OHIO

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