# 504037694 10/05/2016

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4084356

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name               | Execution Date |
|--------------------|----------------|
| BENJAMIN J. ROOK   | 09/30/2016     |
| ROBERT J. BURNSIDE | 09/30/2016     |

## **RECEIVING PARTY DATA**

| Name:           | PHD MANUFACTURING, INC.         |
|-----------------|---------------------------------|
| Street Address: | 44018 COLUMBIANA-WATERFORD ROAD |
| City:           | COLUMBIANA                      |
| State/Country:  | OHIO                            |
| Postal Code:    | 44408                           |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 29580062 |

### **CORRESPONDENCE DATA**

Fax Number:

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.

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| ATTORNEY DOCKET NUMBER: | 1738-021           |  |
|-------------------------|--------------------|--|
| NAME OF SUBMITTER:      | LINDSAY L. FEHER   |  |
| SIGNATURE:              | /Lindsay L. Feher/ |  |
| DATE SIGNED:            | 10/05/2016         |  |

**Total Attachments: 2** 

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PATENT 504037694 REEL: 039947 FRAME: 0334

#### ASSIGNMENT

WHEREAS, Benjamin J. Rook, of 6943 Kirk Road, Canfield, OH 44406 and, Robert J. Burnside, of 54 Schenley Ave., Struthers, OH 44471("Assignors"), have invented certain new and useful improvements in a ROOFTOP SUPPORT BASE, ("Invention") as fully set forth and described in an application for United States of America (the "Patent Application") patent, Serial No.: 29/580,062, filed on October 5, 2016; and

WHEREAS, PHD Manufacturing, Inc., created and existing under the laws of the State of Ohio, with its principal place of business at 44018 Columbiana-Waterford Road, Columbiana, OH 44408 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the Invention and in and to any patent which may issue there for throughout the world, including without limiting the generality of the foregoing, the United States and all jurisdictions foreign thereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignment. Assignors hereby sell, transfer and assign unto Assignee, its successors and assigns, free and clear of all liens, security interests, liabilities and encumbrances, the full and exclusive right, title and interest in and to the Invention, the Patent Application and in and to any patent which may issue for the Invention in any jurisdiction throughout the world, including without limitation, any and all divisions, reissues, continuations, conversions, renewals or revivals of any patent issued for the Invention, the same to be held and enjoyed by Assignee for its own use and benefit, for the full term or terms for which the same may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

Assignors further assign, sell, transfer and convey to Assignee, its successors and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of this Assignment or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for any infringement of any patent issued for the Invention in any jurisdiction before or after issuance.

<u>Further Assistance</u> Assignors hereby promise and agree, upon request, to execute all papers and all instruments necessary, expedient and permissible to procure and to convey to the Assignee the entire right, title and interest in and to the Invention and any patent for the Invention in any jurisdiction. Assignors further promise and agree to assist the Assignee in any lawful manner in the prosecution of the Patent Application and in any proceeding regarding any patent for the Invention before any tribunal in any jurisdiction whether the same is a court or an agency of the jurisdiction in which the patent for the Invention may be or has been issued, and, in furtherance thereof, agrees to perform all rightful acts, to provide testimony and advice and to execute all papers necessary, expedient and permissible in connection with any such proceeding.

<u>Patent Issuance.</u> I hereby authorize and request the Commissioner of Patents of the United States and any official of any country foreign to the United States whose duty it is to issue patents on applications, to issue all patents and/or registrations for the Invention to Assignee.

<u>Successors in Interest</u>. This Assignment shall be binding upon and inure to the benefit of the respective heirs, successors, legal representatives and assigns of the Assignors and Assignee.

<u>Power to Insert.</u> The undersigned hereby grants the firm of Botkin & Hall, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

PATENT REEL: 039947 FRAME: 0335

ROOFTOP SUPPORT BASE Attorney Docket No. 1738-021

| 9-30-16 |      |
|---------|------|
| DATE    |      |
| 9-30-16 | ~~~~ |
| DATE    |      |

Benjamin J. Rook

Robert J. Burnside

PATENT REEL: 039947 FRAME: 0336

**RECORDED: 10/05/2016**