

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL CHRISTIAN SHAVERS	10/28/2016
LIU JING (CAROL) YING	10/21/2016
RECEIVING PARTY DATA	
Name:	AMERICAN KENDA RUBBER INDUSTRIAL CO., LTD.
Street Address:	7095 AMERICAN PARKWAY
City:	REYNOLDSBURG
State/Country:	OHIO
Postal Code:	43068
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29582832
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	P03260-US-00 (50792.0006)
NAME OF SUBMITTER:	ROGER A. GILCREST
SIGNATURE:	/Roger A. Gilcrest/
DATE SIGNED:	10/31/2016
Total Attachments: 5	
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ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.

1.2 **ASSIGNEE** means **American Kenda Rubber Industrial Co., Ltd.**, an Ohio corporation, having a principal place of business at 7095 Americana Parkway, Reynoldsburg, Ohio 43068, as well as its successors and/or assigns.

1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 29/582,832 which was filed on October 31, 2016, with the title of **TIRE TREAD**. (If said number is not herein written, **ASSIGNOR** authorizes said number to be supplied hereafter).

1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the **PATENT APPLICATION** and/or any invention disclosure material associated with the **PATENT APPLICATION**.

1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:

a. disclosing, illustrating, claiming, and/or otherwise describing the **INVENTION**, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;

b. claiming directly or indirectly priority to and/or from the **PATENT APPLICATION**, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or

c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the **INVENTION** and/or the **PATENT APPLICATION**, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.

1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the **INVENTION**, **PATENT APPLICATION**, and/or **RELATED PATENT CASES**.

1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.

1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.

1.9 **EFFECTIVE DATE** means the earlier of the conception date of the **INVENTION**, the filing date of the **PATENT APPLICATION**, the filing date of the **RELATED PATENT CASES**, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 Consideration. The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

Assignor's Signatures

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignor(s).

Signature: Daniel Christian Shavers Date: 10/28/16
Daniel Christian Shavers

Address: 3025 Coldwater Ave NW, Canton OH 44708

STATE OF OHIO)
COUNTY OF Summitt) ss:

On this 28th day of October, 2016, there appeared before me Daniel Christian Shavers, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

AMY ENOS
Notary Public, State of Ohio
My Commission Expires 11-16-2019

Amy Enos
Notary Public

Signature: LIU JING (CAROL) YING Date: 2016/10/21
Liu Jing (Carol) Ying

Printed Name and Address: No. 5, Lane 74, Nan'an Rd., Pushin Township, Changhua County,
Taiwan (R.O.C.) (a _____ citizen)

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 2016, there appeared before me Liu Jing (Carol) Ying, personally known to me or who proved to me her identification, who acknowledged that she signed the foregoing instrument as her voluntary act and deed.

Liu (Andy) Yi
Notary Public

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

American Kenda Rubber Industrial Co., Ltd.

Date: 10/25/16

By: Thomas A. Williams

Printed Name: Thomas A. Williams

Title: VP of Engineering