504078969 11/02/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4125637

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
KYLE BERKNESS	08/11/2015
PHILLIP K. BERKNESS	08/11/2015

RECEIVING PARTY DATA

Name:	BERKNI ENTERPRISES LLC
Street Address:	13701 VERNON CIRCLE
City:	SAVAGE
State/Country:	MINNESOTA
Postal Code:	55378

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15341692

CORRESPONDENCE DATA

Fax Number: (617)523-6850

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: 617-523-2700

Email: richard.lyon@hklaw.com
Correspondent Name: RICHARD E. LYON, JR.
Address Line 1: HOLLAND & KNIGHT LLP
Address Line 2: 10 ST. JAMES AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02116-3889

ATTORNEY DOCKET NUMBER:	089626.00022	
NAME OF SUBMITTER:	RICHARD E. LYON, JR.	
SIGNATURE:	/Richard E. Lyon, Jr./	
DATE SIGNED:	11/02/2016	

Total Attachments: 3

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PATENT 504078969 REEL: 040201 FRAME: 0014

ASSIGNMENT

WHEREAS, we, Kyle Berkness, having an address 13701 Vernon Circle, Savage, Minnesota 55378; and Phillip K. Berkness, having an address 13701 Vernon Circle, Savage, Minnesota 55378, made certain new and useful inventions and improvements for which we filed a Non-provisional application for Letters Patent of the United States on July 10, 2014, application Serial No. 14/328617 which is entitled APPARATUS FOR DELIVERING AIR THROUGH POWERED AXLE ASSEMBLIES.

AND WHEREAS, Berkni Enterprises LLC, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 13701 Vernon Circle, Savage, Minnesota 55378 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be

PATENT REEL: 040201 FRAME: 0015 necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF,	I have hereunto set my hand this <u>// + h</u> day of
August 2015.	
	Inventor: Kyle Berkness
STATE OF Minnesota)	
COUNTY OF Dakota) ss.	•

On this 11th day of August, 2015, before me personally appeared Kyle Berkness to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

ANTONIA M. WATERS

NOTARY PUBLIC - MINNESOTA

My Commission Expires Jan. 31, 2019

Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this//_ day of, 20_15
Inventor: Phillip K. Berkness
STATE OF
STATE OF Minnesofa) SS. COUNTY OF Dakota)
On this 11 day of August, 20 15 before me personally appeared Phillip K.
Berkness to me known and known to me to be the person described in and who executed the foregoing
instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein
set forth.
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[SEAL]
Notary Public
ANTONIA M. WATERS
My Commission Expires Jan. 31, 2019
ACCOUNTY OF THE PROPERTY OF TH