

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THOMAS L JOHNSON	12/01/2016
RECEIVING PARTY DATA		
Name:	UDOR U.S.A., INC.	
Street Address:	500 APOLLO DRIVE	
City:	LINO LAKES	
State/Country:	MINNESOTA	
Postal Code:	55014	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	7108204	
CORRESPONDENCE DATA		
Fax Number:	(816)412-1263	
<i>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.</i>		
Phone:	8168428600	
Email:	cynthia.maust@stinson.com	
Correspondent Name:	STINSON LEONARD STREET LLP	
Address Line 1:	150 SOUTH 5TH STREET, STE 2300	
Address Line 2:	CYNTHIA MAUST	
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402	
ATTORNEY DOCKET NUMBER:	JDL/CLM	
NAME OF SUBMITTER:	CYNTHIA MAUST	
SIGNATURE:	/Cynthia Maust/	
DATE SIGNED:	02/23/2017	
Total Attachments: 5		
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ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (the "Assignment") is made and entered into this 1st day of December, 2016 (the "Effective Date") by and between Thomas L. Johnson, with an address of 7060 Knollwood Dr., Mounds View, MN 55112 ("Assignor") and UDOR U.S.A., INC., a Minnesota corporation ("Assignee"). Assignor and Assignee may be individually referred to in this Assignment as "Party" or collectively as "Parties."

WHEREAS, Assignor is the owner of U.S. Patent No. 7,108,204 (the "Patent") and wishes to assign the Patent to Assignee.

WHEREAS, Assignor further wishes to confirm its assignment of all Proprietary Rights (as defined below) to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

I. DEFINITIONS

As used in this Assignment, the following capitalized term shall have the following meaning:

1.1 "Proprietary Rights" shall mean all of the following in or related to any and all work and work product created or performed by Assignor for, on behalf of, or for the benefit of Assignee, including without limitation, any and all reports written by Assignor, anywhere in the world and all legal rights, title, or interest in the following arising under equity or law, whether or not filed, perfected, registered or recorded and whether now or later existing, filed, issued or acquired, including all renewals:

(a) all patents and applications for patents whether granted or pending, now or in the future, including the Patent.

(b) all patent and patent applications, whether filed before or after the Effective Date, that claim priority under to or the benefit of the filing date of any of the patent applications and patents described in (a) above, 35 U.S.C. Section 119, or that claim priority to or the benefit of the filing date of any of the patent applications and patents described in (a) above;

(c) any and all related divisions, reissues, reexaminations, results of any post grant review or inter-parties review, re-registrations, renewals, extensions, provisionals, continuations and continuations in part, now or in the future, of all patents referred to in (a) or (b);

(d) all copyrights, copyright registrations, copyright applications, and copyrightable works not automatically owned by Assignee as works made for hire under 17 U.S.C. Sections 101 and 201(b), and all other corresponding rights;

(e) all industrial designs, industrial models, utility models, certificates of invention and other indices of invention ownership, and any related registrations and applications;

(f) all trade dress, trade names, logos, trademarks and service marks and related registrations and applications and any renewals or extensions, all other indicia of commercial source or origin, and all goodwill associated with any of the foregoing;

(g) all inventions (whether patentable or not and whether or not reduced to practice), invention disclosures, invention notebooks, file histories, know how, technology, technical data, trade secrets, confidential business information, manufacturing and production processes and techniques, research and development information, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer, distributor, reseller and supplier lists and information, correspondence, records, and other documentation, and other proprietary information of every kind;

(h) any rights analogous to those set forth in the preceding clauses and any other proprietary rights relating to intangible property;

(i) all tangible embodiments of any of the foregoing, in any form and in any media;

(j) all versions, releases, upgrades, derivatives, enhancements and improvements of any of the foregoing; and

(k) all past, present, and future statutory, contractual, and other claims, demands, and causes of action for equitable or legal remedies, royalties, fees, or other income from, or infringement, misappropriation or violation of any of the foregoing, and all of the proceeds and remedies from the foregoing that are accrued as of, and/or occurring after, the Effective Date.

II. ASSIGNMENT AND ACKNOWLEDGMENT

2.1 Assignor hereby acknowledges the assignment of, and to the extent not previously assigned hereby assigns, conveys, transfers, and sells to Assignee, its successors and assigns, the entire right, title and interest, for all countries, in and to the Proprietary Rights.

2.2 For the consideration aforesaid, Assignor does hereby agree that he and his executors and legal representatives will:

(a) upon reasonable request, and without further consideration, do such things and execute such further documents as are reasonably necessary to vest title to the Proprietary Rights in Assignee, its successors, assigns and legal representatives or nominees, and to enforce such rights in Assignee, its successors, assigns and legal representatives or nominees;

(b) upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce the Proprietary Rights or to carry out the purposes hereof.

2.3 Assignor covenants and agrees with Assignee, its successors, and its assigns, that no assignment, grant, mortgage, license or other agreement, demand, claim, or cause of action affecting the rights and property herein conveyed has been made to, by, or with the Assignor, and that the full right to convey the same as herein expressed is possessed by Assignor.

2.4 To the extent that Assignor refuses or is unable to take any such actions, Assignor hereby grants Assignee the power to act as Assignor's attorney in fact to take such actions, including, but not limited to, signing documents and filing them with applicable authorities, as if Assignor had performed such actions and signed such documents himself. Without limiting the preceding, Assignee may seek patent protection for the Proprietary Rights in any jurisdiction and Assignor shall cooperate with Assignee in connection with any such patent and its prosecution.

2.5 Pursuant to the requirements of Minnesota Statutes Section 181.78, the provisions related to invention assignment shall not apply to any invention for which no equipment, supplies, facility or trade secret information of Assignee was used and which was developed entirely on Assignor's own time, and (1) which does not relate (a) directly to the business of Assignee or (b) to Assignee's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Assignor for Assignee.

III. MISCELLANEOUS

3.1 Benefit of Parties and Assignment. All of the terms and provisions of this Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

3.2 Counterparts. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

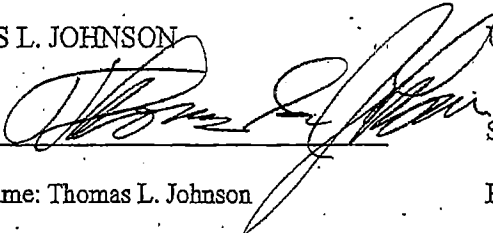
3.3 Governing Law. This Assignment will be governed by and construed under the laws of the State of Minnesota without regard to conflicts of laws principles that would require the application of any other law. The Parties agree that in relation to any dispute under or related to this Assignment, such claim shall be brought in, and that they are subject to the personal jurisdiction of, the state and federal courts located in Hennepin County, Minnesota.

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AGREED:

THOMAS L. JOHNSON

UDOR U.S.A., INC.

Signature: 

Signature: _____

Printed Name: Thomas L. Johnson

Printed Name: Marco Zanasi

Title: President

Date: December 1, 2016

Date: December 1, 2016

[Signature page to Assignment of Proprietary Rights]

AGREED:

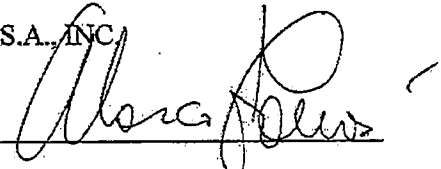
THOMAS L. JOHNSON

Signature: _____

Printed Name: Thomas L. Johnson

Date: December 1, 2016

UDOR U.S.A., INC.

Signature:  _____

Printed Name: Marco Zanasi

Title: President

Date: December 1, 2016

[Signature page to Assignment of Proprietary Rights]