# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4316178

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
ERVIN PUSKAR	06/29/2011

#### **RECEIVING PARTY DATA**

Name:	SPAN TECH LLC	
Street Address:	1115 CLEVELAND AVENUE	
City:	GLASGOW	
State/Country:	KENTUCKY	
Postal Code:	42141	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Application Number:	13957859	

#### **CORRESPONDENCE DATA**

**Fax Number:** (859)252-0779

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: 859-252-0889
Email: uspto@iplaw1.net

Correspondent Name: KING & SCHICKLI, PLLC

Address Line 1: 800 CORPORATE DRIVE, SUITE 200 Address Line 4: LEXINGTON, KENTUCKY 40503

ATTORNEY DOCKET NUMBER:	924-156	
NAME OF SUBMITTER:	ANDREW D. DORISIO	
SIGNATURE:	/Andrew D. Dorisio/	
DATE SIGNED:	03/13/2017	
	This document serves as an Oath/Declaration (37 CFR 1.63).	

#### **Total Attachments: 7**

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# EMPLOYEE DEVELOPMENT AND SECRECY AGREEMENT

ERVIN PUSIKAR

Employee Name (Please type or print)

Employee Social Security Number

The undersigned person, hereinafter called "Employee," and Span Tech LLC and its subsidiaries (hereinafter called the "Company") agree as follows:

A. OBLIGATIONS OF EMPLOYEE: In consideration of Employee's past, present, and continued employment by the Company, the salary or wages paid to Employee from time to time by the Company, and the agreement of the Company herein contained, Employee agrees as follows:

- During Employee's employment by the Company, Employee shall promptly (1)communicate to the Company in such form and manner as it shall from time to time require all inventions conceived, developed, discovered or made by Employee alone or with others, that result from any work Employee may do for, or at the request of, the Company, which relate to the Company's activities, investigations or obligations (including the activities of enterprises in which the Company has a substantial interest or with which a joint enterprise is carried on), and any inventions reasonably related to information, experience and opportunities gained or made available to Employee in the course of Employee's employment.
- Such inventions shall be the property of the Company whether patented or not, unless and until the Company shall waive any interests thereto in writing. Upon request Employee shall assign his or her rights to said invention to the Company and assist the Company in every proper way to obtain for its own benefit and entirely at its own expense, patents for such inventions in the United States of America and in any other country of the world in which the Company shall desire to file patent applications.



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- Descriptions of all inventions, whether patented or not, that Employee made or conceived prior to Employee's employment by the Company, are attached hereto in Schedule "A," and these inventions shall be excluded from this Agreement. Employee represents that the absence of any invention in Schedule "A" shall indicate that Employee owns no such invention at the time of signing this Agreement.
- (4) Employee shall not at any time, during Employee's employment by the Company or thereafter, except as properly authorized in the conduct of the business of the Company or as authorized in writing by the Company, copy, publish, disclose or authorize anyone else to copy, publish or disclose any secret or any confidential matter relating to any aspect of the business of the Company. As used herein, the term "secret and confidential matter" means any matter, including technical and business information about the Company's developments, products, services, processes, prices, organization and customers, and including any electronically preserved or stored data or information or computer programs, processes or techniques, which are not already publically known by prior publication, or not part of the general knowledge in the industry in which the Company is active.
- Employee shall not retain the original or any copies of correspondence, reports, drawings, photographs, or other documents relating in any way to the affairs of the Company, or copies of any electronically stored or preserved data or electronic computer programs or any other "secret or confidential matter" (as defined in paragraph (4) hereof) which are in the possession of the Employee at any time during Employee's employment with the Company.
- During Employee's employment by the Company, Employee shall maintain a Record of Invention Notebook, provided by and the property of the Company, recording a complete chronological picture of the development of an idea from its conception to its reduction to practice. Record of Invention Notebooks are not to leave the premises of the Company. Each Record of Invention Notebook is to be secured in a locked fireproof safe when not in use.
- At the termination of Employee's employment with the Company or at any other time the Company may request, the Employee shall promptly deliver, without retaining any copies, all secret and confidential matter in his or her possession.

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- Employee agrees to render any and all assistance necessary for Company to secure copyright registrations in the U.S. and any foreign countries for any and all original works of authorship for which a contribution is made within the scope of his or her employment, including as the result of a specific assignment or engagement, or works specially ordered or commissioned by Company even if outside the scope of employment, and further acknowledges that said works are considered "works made for hire" under the definition provided in 15 U.S.C. Section 101 of the United States Copyright Act of 1976, as amended. If for any reason any work to which the Employee makes a contribution within the scope of his or her employment, a work specially ordered or commissioned by the Company, either before or after the execution of this Agreement, or a work that relates to the business of the Company, is not considered a "work made for hire" under applicable law, Employee shall assign and transfer to Company the entire right, title and interest in and to the copyright in the work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world, without further consideration.
- B. OBLIGATIONS OF THE COMPANY. In consideration of the promises of the Employee contained herein and as an incentive to making new developments, improvements and inventions that may be of benefit to the Company, the Company hereby agrees to pay to Employee the total sum of Fifty Dollars (\$50.00) upon the filing of any United States non-provisional patent application on any invention submitted by Employee and the further total sum of One Hundred Dollars (\$100.00) upon the issuance of any United States patent on such application, such payments to be made only on the first application filed on any invention, and not for any extended applications (continuations, divisionals, continuations-in-part, or re-issues) based on an already filed patent application. In the case of co-inventorship by Employee and another or

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others, the Company's obligation with respect to the aforesaid payments shall be limited to paying Employee and such other person or person their per capita share of said payments.

C. MISCELLANEOUS. This agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the Company. The validity and interpretation of this agreement shall be governed by the Laws of the Commonwealth of Kentucky. Nothing herein shall be construed to create any obligation on behalf of the Company to continue to employ Employee, or to create any obligation to provide any benefits, compensation, or assistance upon termination other than those required by law or otherwise agreed upon in writing.

Employee

Witness

President

SpanTech
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Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

	TEMENT UNDER 37 CFR 3.73(c)						
Applicant/Patent Owner: SPAN TECH LLC							
Application No./Patent No.: 13/957,859	Filed/Issue Date: August 2, 2013						
Titled: CONVEYOR WITH INTERMEDIATE DRIVE							
SPAN TECH LLC	, a Limited Liability Company						
(Name of Assignee)	(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)						
states that, for the patent application/patent ide	entified above, it is (choose <b>one</b> of options 1, 2, 3 or 4 below):						
1.	and interest.						
2. An assignee of less than the entire right	ht, title, and interest (check applicable box):						
	vnership interest is%. Additional Statement(s) by the owners st be submitted to account for 100% of the ownership interest.						
There are unspecified percentages right, title and interest are:	of ownership. The other parties, including inventors, who together own the entire						
Additional Statement(s) by the owneright, title, and interest.	er(s) holding the balance of the interest <u>must be submitted</u> to account for the entire						
	in the entirety (a complete assignment from one of the joint inventors was made). ether own the entire right, title, and interest are:						
Additional Statement(s) by the owneright, title, and interest.	er(s) holding the balance of the interest <u>must be submitted</u> to account for the entire						
	r the like ( $e.g.$ , bankruptcy, probate), of an undivided interest in the entirety (a ade). The certified document(s) showing the transfer is attached.						
The interest identified in option 1, 2 or 3 above	e (not option 4) is evidenced by either (choose one of options A or B below):						
	the patent application/patent identified above. The assignment was recorded in ark Office at Reel, Frame, or for which a copy						
B. A chain of title from the inventor(s), of	the patent application/patent identified above, to the current assignee as follows:						
1. From:	To:						
	d in the United States Patent and Trademark Office at						
Reel, Frame	, or for which a copy thereof is attached.						
	To:						
The document was recorded in the United States Patent and Trademark Office at							
Reel, Frame	, or for which a copy thereof is attached.						

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This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

		<u>STATEME</u>	NT UNDER 37 CFR 3.7	<u>3(c)</u>
3. From:			To:	
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4. From:			To:	
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	Reel	, Frame	, or for which a copy	thereof is attached.
5. From: _			To:	
			United States Patent and Trac	
	Reel	, Frame	, or for which a copy	thereof is attached.
6. From: _			To:	
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	Reel	, Frame	, or for which a copy	thereof is attached.
	Additional document	s in the chain of title are	e listed on a supplemental she	eet(s).
			mentary evidence of the chair tted for recordation pursuant t	of title from the original owner to the to 37 CFR 3.11.
[No Div	OTE: A separate cop vision in accordance	by (i.e., a true copy of the with 37 CFR Part 3, to	ne original assignment docum record the assignment in the	ent(s)) must be submitted to Assignment records of the USPTO. See MPEP 302.08]
The under	sianed (whose title is	s supplied below) is aut	horized to act on behalf of the	e assignee.
	D. Dorisio/	Tappass Solon, io dat		3/17/2017
Signature				Date
Andrev	w D. Dorisio			41,713
Printed or	Typed Name			Title or Registration Number

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## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

- The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
- 2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
- 3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
- 4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
- 5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
- 6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
- 7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
- 8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
- 9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

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RECORDED: 03/13/2017