

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4339877

| | | |
|---|--|-----------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the ASSIGNOR NAME, ASSIGNEE NAME previously recorded on Reel 040183 Frame 0480. Assignor(s) hereby confirms the ASSIGNOR:KOCHECK CO., INC.; ASSIGNEE: KOCHECK COMPANY, LLC. | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | KOCHEK CO., INC. | 08/31/2016 |
| RECEIVING PARTY DATA | | |
| Name: | KOCHEK COMPANY, LLC | |
| Street Address: | 75 HIGHLAND DRIVE | |
| City: | PUTNAM | |
| State/Country: | CONNECTICUT | |
| Postal Code: | 06260 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Application Number: | 12205093 | |
| Application Number: | 12754646 | |
| Application Number: | 13314660 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (860)632-8269 | |
| <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: | 860-632-7200 | |
| Email: | miron@mkgip.com | |
| Correspondent Name: | MKG LLC | |
| Address Line 1: | 306 INDUSTRIAL PARK ROAD | |
| Address Line 2: | SUITE 206 | |
| Address Line 4: | MIDDLETOWN, CONNECTICUT 06457 | |
| ATTORNEY DOCKET NUMBER: | 3260-0024_0030_0032-1 | |
| NAME OF SUBMITTER: | ROBERT L. RISPOLI | |
| SIGNATURE: | /Robert L. Rispoli/ | |
| DATE SIGNED: | 03/28/2017 | |
| Total Attachments: 17 | | |

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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

| | |
|---|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| KOCHECK CO., INC. | 08/31/2016 |
| RECEIVING PARTY DATA | |
| Name: | KOCHECK COMPANY, LLC |
| Street Address: | 75 HIGHLAND DRIVE |
| City: | PUTNAM |
| State/Country: | CONNECTICUT |
| Postal Code: | 06260 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 7794589 |
| Patent Number: | 8192622 |
| Patent Number: | 8857744 |
| CORRESPONDENCE DATA | |
| Fax Number: | (860)632-8269 |
| Phone: | 860-632-7200 |
| Email: | miron@mkgip.com |
| <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> | |
| Correspondent Name: | MKG LLC |
| Address Line 1: | 306 INDUSTRIAL PARK ROAD |
| Address Line 2: | SUITE 206 |
| Address Line 4: | MIDDLETOWN, CONNECTICUT 06457 |
| ATTORNEY DOCKET NUMBER: | 3260-0024_0030_0032-1 |
| NAME OF SUBMITTER: | ROBERT L. RISPOLI |
| Signature: | /Robert L. Rispoli/ |
| Date: | 10/31/2016 |
| Total Attachments: 5 source=3260_Patent_Assignment_as_filed#page1.tif source=3260_Patent_Assignment_as_filed#page2.tif source=3260_Patent_Assignment_as_filed#page3.tif source=3260_Patent_Assignment_as_filed#page4.tif source=3260_Patent_Assignment_as_filed#page5.tif | |
| RECEIPT INFORMATION | |
| EPAS ID: | PAT4122194 |
| Receipt Date: | 11/01/2016 |

CONFIRMATORY ASSIGNMENT AGREEMENT

This Confirmatory Assignment Agreement is made effective as the 27th day of October, 2016, (the "Effective Date") by and between Putnam Fire Supply, Inc., a Connecticut corporation, formerly known as Kochek Co., Inc., a Connecticut corporation ("Assignor"), and Kochek Company, LLC, a Delaware limited liability company ("Assignee") (the Assignor and the Assignee collectively referred to herein as the "Parties").

WHEREAS, certain new and useful improvements in an IMPROVED FLOATING SUCTION HEAD ASSEMBLY, for which a non-provisional application was filed in the U.S. Patent and Trademark Office on August 18, 2016 and has been assigned Application No. 15/240,351, which claims priority to and incorporates by reference in its entirety Provisional Application No. 62/206,536, filed August 18, 2015, were assigned by the inventor, Gregory Kozey, to Assignor pursuant to an Assignment executed on August 24, 2016, such Assignment having been recorded with the United States Patent & Trademark Office ("USPTO") on August 29, 2016 at Reel/Frame No. 039562/0498 as reported in a USPTO Notice of Recordation dated August 30, 2016; copies of such Assignment and Notice of Recordation provided in Exhibit A, attached hereto and made a part hereof (such new and useful improvements and patent applications collectively referred to hereinafter as the "Intellectual Property Asset");

WHEREAS, pursuant to a Patent Assignment Agreement made effective as August 31, 2016, by and between Kochek Co., Inc. and Kochek Company LLC, parties to a certain Asset Purchase Agreement dated August 31, 2016, Kochek Co., Inc. agreed to sell, convey, assign, and transfer to Kochek Company LLC, among other assets, the entire title, rights, interests, benefits, and privileges in and to all patent applications and patents owned by Kochek Co., Inc. (collectively, the "Assigned Patents"), the Patent Assignment Agreement provided in Exhibit B, attached hereto and made a part hereof;

WHEREAS, the Intellectual Property Asset was inadvertently omitted from the Assigned Patents;

Confirmatory Assignment Agreement (Continued)

WHEREAS, effective as August 31, 2016, Kocheck Co., Inc. amended its corporate name to Putnam Fire Supply, Inc. by filing an amendment with the Commercial Recording Division of the Connecticut Secretary of State's Office; and

WHEREAS, Assignee desires to confirm and memorialize its ownership of rights and/or acquire any remaining rights of Assignor's in and to the said Intellectual Property Asset and said inventions disclosed therein; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms, assigns, conveys, transfers and sets over, and by these presents hereby does confirm, assign, convey, transfer and set over to Assignee all of his rights, title and interest in and to said Intellectual Property Asset and under said inventions, including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said inventions, and any and all other applications for Letters Patent on said inventions, in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part and convention applications based in whole or in part upon said inventions or upon said application, and any and all Letters Patent which may issue thereon in the United States and foreign countries, and any and all reissues, extensions, renewals, divisions, continuations or continuations-in-part of Letters Patent granted for said inventions or upon said applications, to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said inventions, said application and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor hereby authorizes the Assignee to file patent applications in any and all countries on any or all of said inventions in his name, or otherwise as the Assignee may deem advisable, under the International Convention or otherwise. Assignor further confirms, assigns, conveys, transfers and sets over, and by these presents hereby does confirm, assign, convey, transfer and set over to Assignee all of his right, title and interest in and to the right to sue third parties for and recover damages from past and future infringement of said Intellectual Property Asset.

Confirmatory Assignment Agreement (Continued)

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patents to record this Confirmatory Assignment Agreement, and to issue or transfer all said Letters Patent on said inventions and, to the Assignee as owner of all right, title and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

Assignor represents and warrants that Assignor has the full right to confirm and to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests confirmed and granted herein, and that Assignor will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests confirmed and granted herein.

Assignor hereby covenants and agrees that Assignor will, upon request of the Assignee, communicate to the Assignee any facts known to it relating to said inventions and the history thereof, testify in any legal proceeding, execute all lawful papers including without limitation all divisional, continuing and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said inventions in all countries.

This Confirmatory Patent Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together constitute one and the same instrument), and may be delivered by email transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

This Confirmatory Patent Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Confirmatory Assignment Agreement (Continued)

IN WITNESS WHEREOF, the Parties have executed this Confirmatory Patent Assignment effective as of the date first above written.

ASSIGNOR:
PUTNAM FIRE SUPPLY, INC.
(f/k/a KOCHER CO., INC.)

By: GREGORY KOZEY
Name: Gregory Koze
Title: _____

State of: CT

County of: WINDHAM ss: Putnam

On this 21st day of October, 2016, before me, the undersigned Notary Public, personally appeared Gregory Koze, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

In witness whereof, I hereunto set my hand.

Eileen J. Piotroski
Signature of Notary Public

EILEEN JANE PIOTROSKI
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 31, 2020

Date Commission Expires: _____

Confirmatory Assignment Agreement (Continued)

ASSIGNEE:
KOCHEK COMPANY, LLC

By: 

Name: Daniel G. Olm

Title: President & CEO

State of: Connecticut

County of: Windham

ss: Putnam

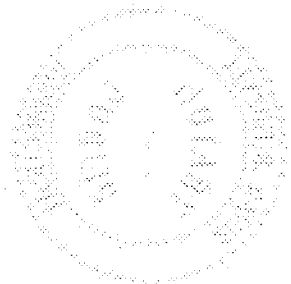
On this 28th day of October, 2016, before me, the undersigned Notary Public, personally appeared Daniel G. Olm, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

In witness whereof, I hereunto set my hand.


Signature of Notary Public

Date Commission Expires: _____

ALYSON B. DAVIS
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 31, 2019



CONFIRMATORY ASSIGNMENT AGREEMENT

EXHIBIT A



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 30, 2016

PTAS

MKG LLC
306 INDUSTRIAL PARK ROAD
SUITE 402
MIDDLETOWN, CT 06457

503980663

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/29/2016

REEL/FRAME: 039562/0498
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

DOCKET NUMBER: 3260-0038-1

ASSIGNOR:
KOZEY, GREGORY

DOC DATE: 08/24/2016

ASSIGNEE:
KOCHECK CO., INC.
75 HIGHLAND DRIVE
PUTNAM, CONNECTICUT 06260

APPLICATION NUMBER: 15240351
PATENT NUMBER:
TITLE: FLOATING SUCTION HEAD ASSEMBLY

FILING DATE: 08/18/2016
ISSUE DATE:

ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

ASSIGNMENT

WHEREAS, I, as a below named inventor, residing at the address stated below my names, am an inventor of certain new and useful improvements in IMPROVED FLOATING SUCTION HEAD ASSEMBLY, for which a non-provisional application was filed in the U.S. Patent and Trademark Office on August 18, 2016 and has been assigned Application No. 15/240,351, which is a Non-Provisional of Provisional Application No. 62/206,536, filed August 18, 2015.

WHEREAS, I possess the entire right, title and interest in the foregoing invention, free from all encumbrances, and have full right to convey his part or all of his interest, and

WHEREAS, Kochek Co., Inc. (hereinafter referenced as ASSIGNEE), a Connecticut corporation, having a place of business at 75 Highland Drive, Putnam, Connecticut 06260, is desirous of acquiring all rights, title and interest in, to and under said inventions, said applications disclosing the inventions and in, to and under any Letters Patent or similar legal protection which may be granted therefor in the United States and in any and all foreign countries;

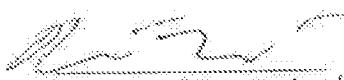
NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, as a sole inventor, by these presents do hereby assign, sell and transfer unto the said ASSIGNEE, its successors, assigns, and legal representatives, the full, exclusive and entire right, title and interest in the said inventions, said applications, and any divisions, continuations and reissues thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted for said invention, and in and to any and all priority rights and/or convention rights under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the right to sue and collect damages for past infringement, and to any other benefits accruing or to accrue to me with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, and I hereby authorize and request the Commissioner of Patents to issue the said United States Letters Patent to said ASSIGNEE, as the assignee of the whole right, title and interest thereto;


AND I further agree to execute all necessary or desirable and lawful future documents, including assignments in favor of ASSIGNEE or its designee, as ASSIGNEE or its successors, assigns and legal representatives may from time to time present to me and without further remuneration, in order to perfect title in said invention, modifications, and improvements in said invention, applications and Letters Patent of the United States and countries foreign thereto;

AND I further agree to properly execute and deliver and without further remuneration, such necessary or desirable and lawful papers for application for foreign patents, for filing subdivisions of said application for patent, and or, for obtaining any reexaminations, reissue or reissues of any Letters Patent which may be granted for my aforesaid invention, as the ASSIGNEE thereof shall hereafter require and prepare at its own expense;

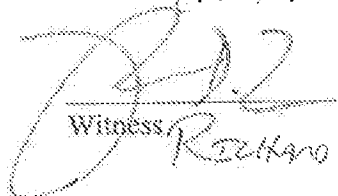
AND I further agree that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to me and will testify as to the same in any reexamination, interference or litigation related thereto;

AND I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.


Witness (Mary Baldwin)


Gregory Kozey
85 Kozey Road
Eastford, CT 06242

8-24-16
Date


Witness Rickano D. Law

CONFIRMATORY ASSIGNMENT AGREEMENT

EXHIBIT B

Patent Assignment Agreement

This Patent Assignment Agreement ("Patent Assignment") is made effective as August 31, 2016 (the "Effective Date") by and between Kochek Co., Inc., a Connecticut corporation (the "Assignor") and Kochek Company LLC, a Delaware limited liability company ("Assignee"). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the APA (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 31, 2016 (the "APA"), pursuant to which Assignor agreed to sell, convey, assign, and transfer to Assignee, among other assets, the entire title, rights, interests, benefits, and privileges in and to all patent applications and patents specified on Exhibit A hereto (collectively, the "Assigned Patents").

WHEREAS, Assignor now wishes to confirm its assignment of the Assigned Patents to Assignee, and Assignee is desirous of confirming its acquisition of the Assigned Patents from Assignor.

NOW, THEREFORE, pursuant and subject to the terms of the APA and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed, to Assignee, the whole entire right, title, and interest in and to the Assigned Patents, including all inventions and discoveries disclosed therein or encompassed thereby, all provisional and nonprovisional applications relating to the Assigned Patents or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any foreign country and all divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

2. Assignor hereby authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under any treaty, convention or otherwise.

3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Patents to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Assignor covenants, agrees and undertakes to execute, whenever requested by the Assignee, all patent applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee all the Assigned Patents, at Assignee's expense.

5. This Patent Assignment is being delivered pursuant to the APA and will be construed consistently therewith. This Patent Assignment is not intended to, and does not, in any manner enhance, diminish, or otherwise modify the rights and obligations of the Parties under the APA. To the extent that any provision of this Patent Assignment conflicts or is inconsistent with the terms of the APA, the terms of the APA will govern.

6. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which the Assignor has knowledge or possession, relating to the making and practicing of the inventions and discoveries, and testify in any legal proceeding relating thereto.

7. This Patent Assignment may be executed in multiple counterparts (each of which will be deemed an original, but all of which together constitute one and the same instrument), and may be delivered by email transmission, with originals to follow by overnight courier or certified mail (return receipt requested).

8. This Patent Assignment and all of the provisions hereof will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent Assignment effective as of the date first above written.

ASSIGNOR:

Kochek Co., Inc.

By: Gregory Kerey

Name: Gregory Kerey

Title: CEO

NOTARIZATION

On this 31 day of August, 2016, before me, the undersigned Notary Public, personally appeared Gregory Kerey, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: Commission of Superior Court

ASSIGNEE:

Kochek Company, LLC

By: _____

Name: _____

Title: _____

NOTARIZATION

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Patent Assignment effective as of the date first above written.

ASSIGNOR:

Kochek Co., Inc.

By: _____

Name: _____

Title: _____

NOTARIZATION

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

(Seal)

Signature of Notary

My Commission Expires: _____

ASSIGNEE:

Kochek Company, LLC

By: Shari Mathews

Name: Shari Mathews

Title: President

NOTARIZATION

On this 30 day of Aug., 2016, before me, the undersigned Notary Public, personally appeared Shari Mathews proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding or attached document. The above-indicated individual executed this document of his/her own free will.

Ernie C. Canto
Signature of Notary

(Seal)

My Commission Expires: May 6, 2022

Exhibit A

| Patent | US Registration No./Application No. | Issue Date | Filing Date |
|--|--|------------|-------------|
| Floating Suction Head Assembly | 7,794,589 | 09/14/10 | 09/05/08 |
| Strainer with Bottom Guard and Counterweight | 8,192,622 | 06/05/12 | 04/06/10 |
| Sprinkler Head Hose Adapter | 8,857,744 | 10/14/14 | 12/08/11 |