

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4480602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NU-WAY INDUSTRIES, INC.	02/09/2012
RECEIVING PARTY DATA	
Name:	ARROWS UP, INC.
Street Address:	3 WEST COLLEGE DRIVE
City:	ARLINGTON HEIGHTS
State/Country:	ILLINOIS
Postal Code:	60004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15634383
CORRESPONDENCE DATA	
Fax Number:	
<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:	312-269-8048
Email:	lkjohnson@nge.com
Correspondent Name:	ADAM H. MASIA
Address Line 1:	2 NORTH LASALLE STREET, SUITE 1700
Address Line 2:	NEAL, GERBER & EISENBERG LLP
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	028871-0025
NAME OF SUBMITTER:	ADAM H. MASIA
SIGNATURE:	/Adam H. Masia/
DATE SIGNED:	06/27/2017
Total Attachments: 3	
source=Assignment_from_Nu-Way_Industries_to_Arrows_Up_Inc#page1.tif	
source=Assignment_from_Nu-Way_Industries_to_Arrows_Up_Inc#page2.tif	
source=Assignment_from_Nu-Way_Industries_to_Arrows_Up_Inc#page3.tif	

PATENT ASSIGNMENT

AND

DESIGN DEFECT INDEMNIFICATION

WHEREAS, C. John Allegretti, Anthony M. Raso and Lyndon Just (hereinafter "Inventors"), are the lawful owners of an invention known as Attorney Docket No. 3723027-00004 and entitled: BULK MATERIAL SHIPPING CONTAINER, for which a continuation-in-part patent application of the United States was filed on September 28, 2011 in the United States Patent and Trademark Office having Application Serial No. 13/249,688;

WHEREAS, Anthony M. Raso and Lyndon Just are employees of the undersigned, NU-WAY INDUSTRIES, INC., ("ASSIGNOR"), a corporation duly organized and existing under the laws of Illinois and having its principal office and place of business at 555 Howard Street, Des Plaines, Illinois 60018.

AND WHEREAS, ARROWS UP, INC. (hereinafter "ASSIGNEE"), a corporation duly organized and existing under the laws of Illinois and having its principal office and place of business at 210 Otis Road, Barrington Hills, Illinois 60010, desires to acquire the entire right, title, and interest therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the extent ASSIGNOR has any interest in said patent application, ASSIGNOR does hereby sell, assign, and transfer, and hereby set over unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest to said invention in the United States of America and all foreign countries, including, without limitation, said invention as described in the aforesaid application, to be held and enjoyed by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by said ASSIGNOR had this assignment and sale not been made, including, without limitation, all rights to the aforesaid application and to any United States Letters Patent therefor, when issued together with all improvements thereon and betterments thereof, all related applications including, but not limited to, divisions, continuations, continuations-in-part, reissues and reexaminations thereof and substitutions of or for said application, and all foreign rights including the right to make application for Letters Patent for said inventions in any and all foreign countries and the right to claim priority as to the filing date under the International Convention on the basis for the aforesaid application for United States Letters Patent; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue all Letters Patent issuing therefrom to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR hereby agrees to execute any papers, provide any information and testify in any interference or litigation at the request of ASSIGNEE, its successors, assigns and legal representatives, when deemed essential to ASSIGNEE's, its successors', assigns' and legal

representatives' full enjoyment, protection, enforcement and title in and to such invention and rights hereby transferred.

ASSIGNOR furthermore agrees upon request of said ASSIGNEE, its successors, assigns and legal representatives, and without further remuneration, to execute any and all papers desired by said ASSIGNEE, its successors, assigns and legal representatives, for the filing and granting of foreign applications and the perfecting of title thereto in said ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNEE shall hold harmless and indemnify ASSIGNOR and shall defend ASSIGNOR from and against any and all actions, causes of action, suits, proceedings, claims, or demands of any and all third parties and all resulting judgments, bona fide settlements, and penalties, and expenses (including but not limited to reasonable attorneys' fees incurred and/or those necessary to successfully establish the right to indemnification) threatened, asserted, or filed (collectively the "Claim(s)") against ASSIGNOR, to the extent such Claim is based upon or relates directly or indirectly to the design, distribution, transportation, storage, use or disposal of the BULK MATERIAL SHIPPING CONTAINER described in said patent application; provided that: (a) ASSIGNOR provides ASSIGNEE reasonably prompt notice in writing of any such Claim and permits ASSIGNEE to answer and defend such Claim; (b) ASSIGNEE has the right to enter into any settlement; and (c) any settlement fully releases the ASSIGNOR from all liability with respect to such Claim (unless ASSIGNOR provides written permission to settle such Claim without such full release). ASSIGNOR shall have the right to, at its expense, employ separate counsel and participate in the defense of any such Claim. ASSIGNEE agrees to indemnify and hold harmless ASSIGNOR from any claim that the BULK MATERIAL SHIPPING CONTAINER or any element of its design infringes on any patent existing in the United States, Canada or Mexico. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorneys' fees and related costs and expenses and for the reimbursement to ASSIGNOR for all legal expenses and costs incurred by defending any action in connection with a breach of this Agreement or for ASSIGNOR's enforcement of this Agreement. However, this indemnification requirement shall not extend to ASSIGNOR for any proven default in the manufacture of the BULK MATERIAL SHIPPING CONTAINERS described in said patent application by ASSIGNOR for ASSIGNEE or ASSIGNEE'S customers.

ASSIGNOR:

NU-WAY INDUSTRIES, INC.

555 Howard Avenue

Des Plaines, IL 60018

By: 

Steve Wiseman, Vice President of Operations

Date Signed: 2/9/2012

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his name hereto.

Witnessed by:

Tracy A. Corso

Date Signed:

2/9/12



ASSIGNEE:

ARROWS UP, INC.

Signature

By: [Signature]
Its: President

Date Signed

2/9/12

Name: C. John Allegretti

Address: 210 Otis Road
Barrington Hills, IL 60010

Before me personally appeared the person whose name is subscribed to the foregoing instrument, and executed the foregoing instrument in my presence for the purpose contained therein, by signing his/her name hereto.

Signature

[Signature]

Date Signed

2-9-12