504536436 09/07/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
TED THOMPSON	09/06/2017	
TIM WIENER	09/06/2017	
DUSTIN SMITH	09/06/2017	

### **RECEIVING PARTY DATA**

Name:	THE SCOTT FETZER COMPANY		
Street Address:	118 EAST DOUGLAS ROAD		
City:	WALNUT RIDGE		
State/Country:	ARIZONA		
Postal Code:	72476		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number		
Application Number:	29596001		

### **CORRESPONDENCE DATA**

**Fax Number:** (216)621-4072

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: 216-621-2234
Email: rkline@tarolli.com

Correspondent Name: TAROLLI, SUNDHEIM, COVELL & TUMMINO LLP

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Address Line 2: SUITE 1700

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ATTORNEY DOCKET NUMBER: SF-026368 US DES

NAME OF SUBMITTER: JOHN A. YIRGA

SIGNATURE: /JOHN A. YIRGA/

DATE SIGNED: 09/07/2017

**Total Attachments: 4** 

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PATENT 504536436 REEL: 043520 FRAME: 0710

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PATENT REEL: 043520 FRAME: 0711

## **ASSIGNMENT**

This Assignment is made and entered into by and between <u>Ted Thompson, Tim Wiener and Dustin Smith, having a mailing address at 210 Virginia Street, Walnut Ridge, AR 72476, United States of America, 5246 Providence Circle, Jonesboro, AR 72404, United States of America and 1709 Jay Street, Walnut Ridge, AR 72476, United States of America, respectively (hereinafter collectively referred to as "INVENTORS"), and <u>THE SCOTT FETZER COMPANY</u>, a Delaware corporation, with an office at 118 East Douglas Road, Walnut Ridge, AR 72476 (hereinafter referred to as "ASSIGNEES"),</u>

Whereas INVENTORS have invented certain inventions described in a United States patent application entitled <u>WASHABLE KNIFE BLOCK</u>, in <u>U.S. Design Application Serial No. 29/596,001 filed March 3, 2017</u> (hereinafter said "APPLICATIONS"), and have executed said APPLICATIONS therefor;

Whereas ASSIGNEE desires to acquire the entire right, title and interest in said APPLICATIONS, namely, and all of the INVENTIONS described, disclosed, or otherwise set forth in said APPLICATIONS ("said INVENTORS"), and to any United States and foreign patents to be obtained therefrom; and

NOW, therefor, for good and valuable consideration, receipt of which is hereby acknowledged:

- 1. INVENTORS hereby sell, assign, and transfer to ASSIGNEE, its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries, in and to said APPLICATIONS, said INVENTIONS, any and all Letters Patent issuing from said APPLICATIONS or granted for said INVENTIONS, and any and all other APPLICATIONS (said "OTHER APPLICATIONS") for Letters Patent on said INVENTIONS in the United States and in countries foreign to the United States, including all divisional, renewal, extension, reexaminations, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said INVENTIONS or upon either or both of said APPLICATIONS, and any and all Letters Patent and reissues and extension of any Letters Patent granted for said INVENTIONS or upon said APPLICATIONS or upon said OTHER APPLICATIONS, said APPLICATIONS, said OTHER APPLICATIONS and any and all Letters Patent issuing from said APPLICATIONS or from said OTHER APPLICATIONS.
- ASSIGNEE is hereby authorized to file patent applications in any or all countries on any or all of said INVENTIONS in the name of the INVENTORS or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable, under the International Convention or otherwise.

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 The Commissioner of Patents of the United States of America and the empowered officials of all other governments are hereby authorized to issue or transfer any and all Letters Patent to

ASSIGNEE in accordance herewith.

4. This Assignment is being made under covenant, not only that full power to make the same is had

by the INVENTORS, but also that, at the time of execution of this Assignment, such assigned

right is not encumbered by any grant, license, governmental restrictions, or other right heretofore

given.

5. The INVENTORS agree that they will do all acts reasonably serving to assure that said

INVENTIONS, said APPLICATIONS, said OTHER APPLICATIONS and any and all Letters

Patents shall be held and enjoyed by ASSIGNEE as fully and entirely as the same could have

been held and enjoyed by the INVENTORS if this Assignment had not been made, and

particularly to execute and deliver to ASSIGNEE all lawful documents including petitions,

specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in

form and in substance which may be requested by ASSIGNEE, to furnish ASSIGNEE with all

facts relating to said INVENTIONS or the history thereof and any and all documents,

photographs, models, samples or other physical exhibits which may be useful for establishing the

facts of conception, disclosure and reduction to practice of said INVENTIONS, and to testify in

any proceedings relating to said INVENTIONS, said APPLICATIONS, said OTHER

APPLICATIONS, and any and all Letters Patent.

6. INVENTORS agree that this Assignment shall be construed in accordance with the laws and

courts of Ohio. INVENTORS hereby also agree to submit to the jurisdiction of any Ohio court.

7. INVENTORS acknowledge and understand that the law firm of Tarolli, Sundheim, Covell &

Tummino, LLP and its attorneys represent ASSIGNEE, and INVENTORS acknowledges and

understands that INVENTORS are not the client of Tarolli, Sundheim, Covell & Tummino, LLP.

8. INVENTORS acknowledge and understand that they have had the opportunity to consult with

independent legal counsel prior to executing this Assignment.

Signature:

Name: Tim Wiener

Title: Director/Marketing & Product Development/Scott Fetzer

Date: 9/6/17	TED THOMPSON
State: Arkansas ) County: Louvence )	
THOMPSON to me personally known as the	2017, before me personally came the above named TED individual who executed the foregoing Assignment, and who of his own free will for the purpose therein set forth.
BETHANY D. HAINES NOTARY PUBLIC-STATE OF ARKANSAS LAWRENCE COUNTY My Commission Expires 02-24-2025 Commission # 12403262	Betham D. Haims
Date: 06 SEP 2017	TIM WIENER
State: Arkansas ) County: Lawrence )	
	17, before me personally came the above named TIM WIENER ecuted the foregoing Assignment, and who acknowledged to me the purpose therein set forth.
BETHANY D. HAINES NOTARY PUBLIC-STATE OF ARKANSAS LAWRENCE COUNTY My Commission Expires 02-24-2025 Commission # 12403262	Belhamy D. Hams

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Date:	9/	61	17		
					,

DUSTIN SMITH

State:

Arkansas

County: Lawrence

This Let day of Sept. 2017, before me personally came the above named DUSTIN SMITH to me personally known as the individual who executed the foregoing Assignment, and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

BETHANY D. HAINES NOTARY PUBLIC-STATE OF ARKANSAS LAWRENCE COUNTY My Commission Expires 02-24-2025 Commission # 12403262 Bethany D. Hams