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PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ETHAN MCLAUGHLIN	10/19/2017
RICHARD MILLER	03/01/2013
STEVEN REILLY	10/19/2017
MICHAEL CULBERTSON	10/19/2017
RUSS SASAK	10/20/2017

RECEIVING PARTY DATA

Name:	BARNES GROUP INC.
Street Address:	123 MAIN STREET
City:	BRISTOL
State/Country:	CONNECTICUT
Postal Code:	06010

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	15783078
Application Number:	62409639
PCT Number:	US2017056488

CORRESPONDENCE DATA

Fax Number:

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: 216.363.9000

Email: uspto@faysharpe.com
Correspondent Name: FAY SHARPE LLP

Address Line 1: 1228 EUCLID AVENUE, 5TH FLOOR

Address Line 2: THE HALLE BUILDING
Address Line 4: CLEVELAND, OHIO 44115

ATTORNEY DOCKET NUMBER:	BGEE 200215US01
NAME OF SUBMITTER:	BRIAN E. TURUNG
SIGNATURE:	/bet/
DATE SIGNED:	10/23/2017

Total Attachments: 9 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif source=ExecutedAssignment#page3.tif source=ExecutedAssignment#page4.tif source=Assignment_PatentAgreement_RichardMiller#page1.tif source=Assignment_PatentAgreement_RichardMiller#page2.tif source=Assignment_PatentAgreement_RichardMiller#page3.tif source=Assignment_PatentAgreement_RichardMiller#page4.tif source=Assignment_PatentAgreement_RichardMiller#page4.tif source=Assignment_PatentAgreement_RichardMiller#page5.tif

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, I/We, the undersigned, Ethan McLaughlin, Richard Miller, Steven Reilly, Michael Culbertson, and Russ Sasak

who has/have created a certain invention for which an application for United States Provisional Patent has been

filed as U.S. Serial No. 62409,639 on October 13, 2016

and is entitled

Variable Pulsating Press Cushion Device

Do hereby sell, assign and transfer to Barnes Group Inc., a corporation of the State of Delaware, having a place of business at 123 Main Street, Bristol, CT 06010, (hereinafter Assignee) its successors, assigns, and legal representatives, the full and exclusive right, title, and interest in and to said invention and said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, reexaminations, extensions thereof, and all other forms of protection relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions agreements, acts, and treaties;

Agree that said Assignee may apply for and receive Letters Patent for said invention, in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reexaminations, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi legal proceedings; communicate to said Assignee, its successors, assigns or legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns, or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns, or legal representatives; and

Consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of

Seal

Signed at the City of		_ State of	
on this	_ day of		, 201
Richard Mille	er		
State of))ss:	
County of)	
On this	_day of		, 201 before me personally Il described in and who executed
the foregoing	rd Miller, to me known to by instrument, and acknowle	e the individua daed execution	I described in and who executed of the same
	,	agou oxooadon	or the same.
Notary Public	C		
Seal			
Signed at the	e City of BRECKSVIA	-45	State of OHIO
on this _19	day of OCTOBER		State of <u>OHIO</u> 201 <u>7</u> .
Heren	-(Vall		
Steven Reilly			
State of)	
County of)ss:	
Oddrity of		,	
On this	day of		201 before me personally
came Stever	Reilly, to me known to be	e the individua	201 before me personally described in and who executed
the foregoing	instrument, and acknowled	dged execution	of the same.
Notary Public			
Seal	•		

on this 19 day of October	State of <u>OH</u> o, 201(7.
Michael Culbritan	
Michael Culbertson	
State of))
County of)ss:)
On this day of came Michael Culbertson, to me know executed the foregoing instrument, and a	, 201 before me personally n to be the individual described in and who acknowledged execution of the same.
Notary Public	
Seal	
Signed at the City of Brewshile	State of OHio
on this <u>20</u> day of <u>OCTOBER</u>	, 201 <u>17</u> .
Russ Sasak	
State of	
County of)ss:)
On this day of came Russ Sasak, to me known to be the foregoing instrument, and acknowledged	, 201 before me personally e individual described in and who executed the execution of the same.
Notary Public	
Seal	



POLICY AUTHORIZATION FORM

EMPLOYEE IDENTIFICATION			
First Name Richard	Last Name Miller	Middle Initial	Suffix
Address 1 778 Shoshone Ave.		Address 2	
City Akron	State OH	Zip Code +4 [44305	Country UNITED STATES
DOB 01/02/1983			
By checking the boxes below, you acknowledg Ethical and Legal Guidelines Policy: Patents, copyright and Confidentials Harassment Free Workplace Policy: Electronic Communications Policy: Travel, Entertainment and Business.	Code of Business (Ethics and Conds y Aggeometic (Febry 204) (Policy 401)	•	
I recognize that I have a responsibility to read nor any Company policies, constitute an emplo the Company reserves the right to modify its pr	yment contract or a guarantee of a	myself with the policies of the Company. I continued employment with Barnes Group I	further acknowledge that these documents, nc., its subsidiaries and/or affiliates and that
Authorized Signature (Richard D Miller (Electronically Signed)		Date 63-01-2013	



BARNES GROUP INC.	Page: 1 of 4	Number: 204
Corporate Policies and Procedures		
Subject: Patents, Copyright	Effective Date: June 1, 2017	Supersedes Policy
and Confidentiality Agreement		Dated: March 1, 2004
Approved By:	Title: Senior VP	
Saun M. Edwards	Human Resources	

1. **POLICY**

Barnes Group Inc.'s (the "Company's") competitive business advantage is supported by its intellectual property, including its patents, trademarks, trade secrets and confidential information. All Company employees have a responsibility to identify, manage and protect Company intellectual property. Therefore, all employees are required to execute a Patent, Copyright and Confidentiality Agreement in the form attached to this Policy ("P, C & C Agreement"). Questions concerning this Policy or the P, C & C Agreement should be directed to the Company's General Counsel.

2. **PROCEDURE**

- A. All new or rehired Company employees are required to execute the P, C & C Agreement at the time of hiring.
- B. Current employees who have not yet executed a P, C & C Agreement will be required to do so.
- C. Human Resources will maintain documentation confirming each employee's execution of the P, C & C Agreement.

3. **DISCLAIMER**

The Company reserves the right to modify, amend or eliminate this policy, in whole or part.

PATENT, COPYRIGHT AND CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is entered into by and between Barnes Group Inc., a Delaware corporation,
having its principal office at Bristol, Connecticut (the "Company") on behalf of itself, its
subsidiaries and other corporate affiliates (collectively, the "Company Group") and
[NAME], residing at
[ADDRESS] (the "Employee") as of [DATE] (the
"Effective Date").

In consideration of the Employee's employment by and activities with the Company, which the Employee acknowledges to be good and valuable consideration for [his/her] obligations hereunder, the Company and the Employee hereby agree as follows:

- 1. The Employee agrees to and shall disclose in writing and assign to the Company any invention, discovery or improvement made or conceived by the Employee, solely or jointly with others, while in the employment of the Company, whether patentable or not, which relates in any way to the business or products of the Company or to any reasonable extension or enlargement thereof and, to make this agreement more effective, the Employee further agrees to and shall, at the request of the Company and during or after the Employee's employment by the Company, execute and deliver to the Company any and all applications for Letters Patent of the United States and any foreign country, and assignments of such applications and of Letters Patent issued or to be issued thereon, and shall do any other act or execute any other document which may be necessary, in the opinion of counsel to the Company, to make this agreement fully effective, but all at the expense of the Company.
- 2. The Employee agrees that the Employee will not, without prior written consent of the Company, use, reveal or publish or authorize anyone else to use, reveal or publish, either during or after the Employee's employment by the Company, confidential information or trade secrets relating to the business or products of the Company which the Employee learns in the course of the Employee's employment by the Company, including, without limitation, programs, processes, formulas, financial information, customer information, and confidential information or trade secrets of third parties received by the Company in the course of its business.
- 3. Any writings, data compilations or derivations, computer software programs and the like which the Employee may generate, develop, author or publish, solely or jointly with others, in the course of performing services for the Company or relating to the Company's business while in the employment of the Company (hereinafter called "Works"), shall be deemed a Work made for hire and the Company shall own all rights, including copyrights, in and to such Works. Further, in the event that any such Works shall not be deemed a Work made for hire, the Employee hereby assigns all ownership and copyrights in any such Works to the Company, waives all rights to such Works and agrees that the Company may register copyrights including affixing copyright markings in its own name to such Works. The Employee agrees to execute any documents deemed necessary in the opinion of counsel to the Company, to transfer and assign any rights the Employee may have to and in such Works to the Company.

- 4. The Employee will promptly deliver to the Company, upon termination of the Employee's employment with the Company, or at any time that the Company may so request, all memoranda, notes, records, reports, manuals, drawings, blueprints, lists, computer software and any other documents, whether of a confidential nature or otherwise, belonging to the Company, including all copies of such material, which may then be in the Employee's possession or control.
- 5. Immunity under the Defend Trade Secrets Act of 2016. The Federal Defend Trade Secrets Act of 2016 provides immunity in certain circumstances to Company employees, contractors, and consultants for limited disclosures of the Company's Trade Secrets. Specifically, Company employees, contractors, and consultants may disclose Trade Secrets: (i) in confidence, either directly or indirectly, to a Federal, State, or local government official, or to an attorney, "solely for the purpose of reporting or investigating a suspected violation of law," or (ii) "in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Additionally, Company employees, contractors, and consultants who file retaliation lawsuits for reporting a suspected violation of law may also use and disclose related Trade Secrets in the following manner: (iii) the individual may disclose the Trade Secret to his/her attorney, and (iv) the individual may use the information in related court proceeding, as long as the individual files documents containing the Trade Secret under seal and does not otherwise disclose the Trade Secret "except pursuant to court order."
- 6. Additional Legal Exceptions to Non-Disclosure Obligations. Nothing in this Agreement (including with respect to Confidential Information, Trade Secrets, and Inventions obligations) is intended to be or will be construed to prevent, impede or interfere with Employee's right to respond accurately and fully to any question, inquiry, or request for information regarding Employee or Employee's employment with the Company when required by legal process by a Federal, State or other legal authority, or from initiating communications directly with, or responding to any inquiry from, or providing truthful testimony and information to, any Federal, State, or other regulatory authority in the course of an investigation or proceeding authorized by law and carried out by such agency. Employees are not required to contact the Company regarding the subject matter of any such communications before they engage in such communications. In addition, nothing in this Agreement is intended to restrict Employee's legally protected right to discuss wages, hours or other working conditions with coworkers or in any way limit Employee's rights under the National Labor Relations Act or any whistleblower act.

IN WITNESS WHEREOF, the day of, 2	e Company and the Employee have executed this Agreement t	ais
·	BARNES GROUP INC.	
	Ву	٠
	Name:	
	Title:	
[EMPLOYEE NAME]		
Signature:		
Print Name:		

RECORDED: 10/23/2017