# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4767526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	3

# **CONVEYING PARTY DATA**

Name	Execution Date
MARY PETERSON	10/05/2016
KEVIN GOUGH	10/05/2016
ALKAN ENGINEERING	09/29/2016
CHOI DESIGN INC	10/03/2016

#### **RECEIVING PARTY DATA**

Name:	EX-CELL KAISER LLC	
Street Address:	11240 MELROSE AVENUE	
City:	FRANKLIN PARK	
State/Country:	ILLINOIS	
Postal Code:	60131	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29580378

# **CORRESPONDENCE DATA**

**Fax Number:** (312)463-5001

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:** 312-463-5000

**Email:** BWPTOPAT@bannerwitcoff.com,

designteamchicago@bannerwitcoff.com

Correspondent Name: BANNER & WITCOFF, LTD.

Address Line 1: TEN SOUTH WACKER DRIVE

Address Line 2: SUITE 3000

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	008636.00006
NAME OF SUBMITTER:	APRIL LEVINS
SIGNATURE:	/April Levins/
DATE SIGNED:	01/09/2018
·	

**Total Attachments: 6** 

Attorney Docket No.: 008636.00006

### ASSIGNMENT

WHEREAS, We, Mary Peterson and Kevin Gough, (ASSIGNORS), are inventors of certain inventions and improvements described in a U.S. design patent application and having the title:

#### WASTE RECEPTACLE

which application was filed on October 7, 2016 and assigned Application No. 29/580,378; and

WHEREAS,

EX-CELL KAISER LLC 11240 Melrose Avenue Franklin Park, IL 60131

(ASSIGNEE) desires to acquire ASSIGNORS' entire right, title and interest in and to the said application, inventions and improvements and any patents that may be granted on or as a result thereof in the United States of America (U.S.) and in any and all foreign countries;

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

We hereby assign, to the above named ASSIGNEE, its successors, assigns and legal representatives (NOMINEES) our entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, including but not limited to design patents and registrations, petty patents and utility model patents which may be granted therefor, and all continuations, continuations-in-part, divisions, reissues, extensions, renewals, and any non-provisional based on a provisional thereof (LETTERS PATENT).

And we covenant that we have full right to convey our entire interest herein assigned, and that we have not executed and will not execute any agreement or do anything in conflict herewith;

And we further covenant and agree that we will without undue delay execute without further consideration all such papers as may be necessary to perfect the title to said application, inventions and improvements, and LETTERS PATENT in the ASSIGNEE or its NOMINEES, and we agree to communicate to said ASSIGNEE or its NOMINEES all known facts respecting said application, inventions, improvements, and LETTERS PATENT, to testify in any legal proceedings, to sign all lawful papers, and generally to do all things necessary to aid ASSIGNEE or its NOMINEES to obtain and enforce for their own benefit patent protection for said application, inventions and improvements in any and all countries, all at the expense, however, of the ASSIGNEE or its NOMINEES;

And we authorize the ASSIGNEE or its NOMINEES to file in our name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and we authorize and request the Commissioner of Patents and Trademarks of the United States, and any proper official of any country, to issue to said ASSIGNEE or its NOMINEES any and all LETTERS PATENT for said application, inventions and improvements, for their sole use, to the full end of the term for which such LETTERS PATENT may be granted;

Attorney Docket No.: 008636.00006

	he law firm of Banner & Witcoff the power to insert into this fy the patent application to which this assignment pertains.
<u>/0 - 5 - 20/6</u> Date:	May H
Date:	Mary Peterson
galexander	and and and and and
\ Nota	OFFICIAL SEAL NA M. COSENTINO ry Public - State of Illinois
County of j My Con	nmission Expires 9/28/2019
106/19 Date:	Notary Public  My Commission Expires:
10 - 5 - 2016 Date:	Kevin Gough
County of My Con	OFFICIAL SEAL NA M. COSENTINO ry Public - State of Illinois rmission Expires 9/28/2019
	n to me to be the person whose name is subscribed to this and acknowledged to me that he/she executed this document.
Date:	Notary Public My Commission Expires: 0/28/19

#### ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 29th day of September, 2016, by Alkan Engineering, having its principal place of business at 2143 Silver Linden Lane, Buffalo Grove, IL 60056 ("Assignor"), to Ex-Cell Kaiser LLC, having a place of business at 11240 Melrose Avenue, Franklin Park, IL 60131 ("Assignee").

1. Assignor owns rights in certain new and useful improvements concerning the subject matter set forth in the patent application listed below:

Design Patent Filing Date Title
Application No.

29/580,378 .... October 7, 2016 WASTE RECEPTACLE

Assignor has full right to convey its entire interest herein assigned and has not executed and will not execute any agreement or do anything in conflict herewith.

- 2. Assignee desires to acquire ASSIGNOR'S entire right, title and interest in and to the said application, inventions and improvements and any patents that may be granted on or as a result thereof in the United States of America (U.S.) and in any and all foreign countries.
- 3. NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, including but not limited to design patents and registrations, petty patents and utility model patents which may be granted therefore, and all continuations, continuations-in-part, divisions, reissues, extensions, and renewals thereof, and all related rights, including all rights and claims for the infringement thereof, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which any Letters Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment had not been made, together with all claims for damages by reason of past infringement of the Letters Patent, with the right to sue for and collect the same for Assignee's own use and for the use of its successors, assigns, or other legal representatives.
- 4. And Assignor further covenants and agrees that Assignor will without undue delay execute without further consideration all such papers as may be necessary to perfect the title to said application, inventions and improvements, and LETTERS PATENT in the ASSIGNEE or its NOMINEES, and Assignor agrees to communicate to said ASSIGNEE or its NOMINEES all known facts respecting said application, inventions, improvements, and LETTERS PATENT, to testify in any legal proceedings, to sign all lawful papers, and generally to do all things necessary to aid ASSIGNEE or its NOMINEES to obtain and enforce for their own benefit patent protection for said application, inventions and improvements in any and all countries, all at the expense, however, of the ASSIGNEE or its NOMINEES;
- 5. And Assignor authorizes the ASSIGNEE or its NOMINEES to file in ASSIGNOR'S name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any proper official of any country, to issue to said ASSIGNEE or its NOMINEES any and all LETTERS PATENT for said application, inventions and improvements, for their sole use, to the full end of the term for which such LETTERS PATENT may be granted;
- 6. And I hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into this document information sufficient to identify the patent application to which this assignment pertains;

Page 1 of 2

Attorney Docket No.:008636.00006

IN WITNESS WHEREOF, the parties have exec	cuted this Assignment on the $\frac{2a}{1}$ day of
OFFICIAL SEAL GLENN V BENSEN Notary Public - State of Illinois My Commission Expires Sep 17, 2017	Signature:  Name: Subard Leaston  Title: Principle
State of Ill, NOIS) County of CAKE	
Arkady Kantor, personally known to me document, personally appeared before me and acknowledged to make the second	to be the person whose name is subscribed to this me that he/she executed this document.
Date	Notary Public My Commission Expires: 91714

#### ASSIGNMENT OF PATENT APPLICATION

THIS ASSIGNMENT is made on the 3rd day of October, 2016, by CHOi Design Inc, having its principal place of business at 1017 W. Washington Blvd, Suite 4A, Chicago, IL 60607 ("Assignor"), to Ex-Cell Kaiser LLC, having a place of business at 11240 Melrose Avenue, Franklin Park, IL 60131 ("Assignee").

I. Assignor owns rights in certain new and useful improvements concerning the subject matter set forth in the patent application listed below:

Design Patent Filing Date
Application No.

29/580,378 October 7, 2016 WASTE RECEPTACLE

Assignor has full right to convey its entire interest herein assigned and has not executed and will not execute any agreement or do anything in conflict herewith.

- 2. Assignee desires to acquire ASSIGNOR'S entire right, title and interest in and to the said application, inventions and improvements and any patents that may be granted on or as a result thereof in the United States of America (U.S.) and in any and all foreign countries.
- 3. NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee its entire right, title and interest in and to said application, inventions and improvements throughout the world and to any and all patents, including but not limited to design patents and registrations, petty patents and utility model patents which may be granted therefore, and all continuations, continuations-in-part, divisions, reissues, extensions, and renewals thereof, and all related rights, including all rights and claims for the infringement thereof, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, to the end of the term or terms for which any Letters Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if the assignment had not been made, together with all claims for damages by reason of past infringement of the Letters Patent, with the right to sue for and collect the same for Assignee's own use and for the use of its successors, assigns, or other legal representatives.
- 4. And Assignor further covenants and agrees that Assignor will without undue delay execute without further consideration all such papers as may be necessary to perfect the title to said application, inventions and improvements, and LETTERS PATENT in the ASSIGNEE or its NOMINEES, and Assignor agrees to communicate to said ASSIGNEE or its NOMINEES all known facts respecting said application, inventions, improvements, and LETTERS PATENT, to testify in any legal proceedings, to sign all lawful papers, and generally to do all things necessary to aid ASSIGNEE or its NOMINEES to obtain and enforce for their own benefit patent protection for said application, inventions and improvements in any and all countries, all at the expense, however, of the ASSIGNEE or its NOMINEES;
- 5. And Assignor authorizes the ASSIGNEE or its NOMINEES to file in ASSIGNOR'S name or their own, as appropriate, application for LETTERS PATENT in any and all countries of the world, and authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any proper official of any country, to issue to said ASSIGNEE or its NOMINEES any and all LETTERS PATENT for said application, inventions and improvements, for their sole use, to the full end of the term for which such LETTERS PATENT may be granted;
- 6. And I hereby grant the attorneys at the law firm of Banner & Witcoff the power to insert into this document information sufficient to identify the patent application to which this assignment pertains;

I N WITNESS WHEREO, the parties have executed this Assignment on the 3rd day of October, 2016.

CHOi Design Inc

Signature:

Name:\_\_/

Fitle: <u>p//5id C</u>

State of

ZCCINIS

personally known to me to be the person whose name is subscribed to this document, personally appeared before me and acknowledged to me that he/she executed this document.

Date /

Notary Public

My Commission Expires:

OFFICIAL SEAL BRENDA NOY

Carllad and and San Beach and section 1 in

Notary Public - State of Illinois My Commission Expires May 12, 2018