504874530 04/18/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4921270

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the APPLICATION NUMBER FROM 12800893 TO 12800983 previously recorded on Reel 045560 Frame 0539. Assignor(s) hereby confirms the APPLICATION NUMBER ON THE COVER SHEET SHOULD BE CORRECTED FROM 12800893 TO 12800983.

CONVEYING PARTY DATA

Name	Execution Date
OLAF DIETRICH ELZE	03/29/2018
SHAWN FINLAY STERLING	03/29/2018

RECEIVING PARTY DATA

Name:	OSI INC.	
Street Address:	601 STONE ROAD	
City:	BENICIA	
State/Country:	CALIFORNIA	
Postal Code:	94510	

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15059763
Application Number:	12800983
Patent Number:	9320353
Patent Number:	8579111

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: 3172362243

Email: sid.bose@icemiller.com
Correspondent Name: SIDDHARTH BOSE

Address Line 1: ICE MILLER LLP, ONE AMERICAN SQUARE

Address Line 2: SUITE 2900

Address Line 4: INDIANAPOLIS, INDIANA 46282

ATTORNEY DOCKET NUMBER:	61987.0002
NAME OF SUBMITTER:	SIDDHARTH BOSE
SIGNATURE:	/Siddharth Bose/

PATENT 504874530 REEL: 045972 FRAME: 0244

DATE SIGNED:	04/18/2018
Total Attachments: 10	
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504872047 04/17/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4918787

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
OLAF DIETRICH ELZE	03/29/2018
SHAWN FINLAY STERLING	03/29/2018

RECEIVING PARTY DATA

Name:	OSI INC.	
Street Address:	601 STONE ROAD	
City:	BENICIA	
State/Country:	CALIFORNIA	
Postal Code:	94510	

PROPERTY NUMBERS Total: 4

Property Type	Number
Application Number:	15059763
Application Number:	12800893
Patent Number:	9320353
Patent Number:	8579111

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: 3172362243

Email:sid.bose@icemiller.comCorrespondent Name:SIDDHARTH BOSE

Address Line 1: ONE AMERICAN SQUARE

Address Line 2: SUITE 2900

Address Line 4: INDIANAPOLIS, INDIANA 46282

ATTORNEY DOCKET NUMBER:	61987.0002
NAME OF SUBMITTER:	SIDDHARTH BOSE
SIGNATURE:	/siddharth bose/
DATE SIGNED:	04/17/2018
	•

Total Attachments: 9

ASSIGNMENT

1. DEFINITIONS

- 1.1 ASSIGNOR means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 ASSIGNEE means <u>OSI INC.</u>, a corporation of California having a principal place of business at 601 Stone Road, Benicia, California 94510, as well as its successors and/or assigns.
- 1.3 PATENT APPLICATION means International Patent Cooperation Treaty (PCT) or United States Patents and Patent Applications set forth on Exhibit A, attached hereto.
- 1.4 INVENTION means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the PATENT APPLICATION and/or any invention disclosure material associated with the PATENT APPLICATION.
- 1.5 RELATED PATENT CASES includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the INVENTION, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
- b. claiming directly or indirectly priority to and/or from the PATENT APPLICATION, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
- c. subject to, part of, resulting from, and/or otherwise associated with any and all pregrant, post grant, and/or other patent related proceedings either directly or indirectly related to the INVENTION and/or the PATENT APPLICATION, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 RELATED INTELLECTUAL PROPERTY includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the INVENTION, PATENT APPLICATION, and/or RELATED PATENT CASES.
- 1.7 TRANSFERRED RIGHTS includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 GEOGRAPHIC SCOPE means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 EFFECTIVE DATE means the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date this assignment is first signed by at least one of the parties hereto.

2. ASSIGNMENT OF RIGHTS

2.1 <u>Consideration.</u> The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.

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- Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, 2.2 and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment 2.3 hereby automatically assigns in the future, to the ASSIGNEE all right, title, and interest in future improvements in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.
- Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, 2.4 and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.
- Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE 2.5 all past, present, and future causes of action for infringement and/or misappropriation of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES and/or RELATED INTELLECTUAL PROPERTY, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.
- Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and 2.6 future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.
- Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

- Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.
- Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all 3.2 documents that ASSIGNEE desires to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.
- Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.
- Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do 3.4 everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.
- No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

60713.001/509737.1

- 4.1 <u>Assignment of Privilege.</u> The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.
- 4.2 <u>Prevent Waiver of Privilege.</u> The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product privilege, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.
- 4.3 <u>Partial Waiver of Privilege.</u> The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product privilege of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

- 5.1 <u>Authority to Convey.</u> The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.
- 5.2 <u>No Conflicts.</u> The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

- 6.1 <u>Insert Application Number and Filing Date.</u> If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.
- 6.2 <u>Issue Patent to Assignee.</u> The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.
- 6.3 <u>Severability.</u> If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.
- 6.4 <u>Choice of Law.</u> This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Indiana in connection with any dispute arising under the assignment.
- 6.5 <u>Effective Date.</u> This assignment is hereby made effective as of the EFFECTIVE DATE.

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Assignor:

Olaf Flize

[SIGNATURES CONTINUE]

REEL: 045972 FRAME: 0250

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

On March 29, 2018, before me, Natale J. Chop, a Notary Public, personally appeared Olaf Elze who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Natalle & Chop (Seal)



Assignor:

By: Shawn Sterling

6

REEL: 045972 FRAME: 0252

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

On March 29, 2018 before me, Natale J. Chop, a Notary Public, personally appeared Shawn Sterling who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature hatalu & Chop (Sea

NATALIE J. CHOP
Notary Public – California
Contra Costa County
Commission # 2118961
My Comm. Expires Aug 7, 2019

[SIGNATURES CONTINUE]

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

Assignee Signature

Printed Name: Olaf Elze

Title: President

Company: OSI, INC.

Date: Arch, 2018.

EXHIBIT A United States Patents and Patent Applications

Application No.	Patent No.	Title
13/068,734	8,579,111	BASKETBALL STORAGE SYSTEM
13/199,009	9,320,353	COVER FOR OUTDOOR FURNITURE
12/800,983	N/A	PROTECTIVE COVER FOR OUTDOOR FURNITURE
15/059,763	N/A	COVER FOR OUTDOOR FURNITURE

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