

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZAC NELSON	02/25/2018
KEVEN WALTER	02/26/2018
RECEIVING PARTY DATA	
Name:	THE J. M. SMUCKER COMPANY
Street Address:	ONE STRAWBERRY LANE
City:	ORRVILLE
State/Country:	OHIO
Postal Code:	44667
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29636857
CORRESPONDENCE DATA	
Fax Number:	(330)608-3026
<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>	
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Address Line 1:	ONE STRAWBERRY LANE
Address Line 4:	ORRVILLE, OHIO 44667
ATTORNEY DOCKET NUMBER:	CF-183-D-0245-US
NAME OF SUBMITTER:	MICHAEL A. OLSHAVSKY
SIGNATURE:	/Michael A. Olshavsky/
DATE SIGNED:	05/04/2018
Total Attachments: 4	
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ASSIGNMENT

This Assignment is made and entered into by and between (1) Zac Nelson, residing at 7524 Joan Road, West Chester, Ohio 45069, and (2) Keven Walter, residing at 1120 Inglenook Place, Cincinnati, Ohio 45208, (hereinafter referred to as "INVENTORS"), and The J. M. Smucker Company, an Ohio corporation with its principal place of business at One Strawberry Lane, Orrville, Ohio 44667 (hereinafter referred to as "SMUCKER").

Whereas, INVENTORS have invented certain inventions described in a United States Design Patent Application entitled CONTAINER and identified by Attorney Docket No. CF-183-D-0245-US, filed on February 12, 2018, and later assigned U.S. Patent Application Serial Number 29/636,857, (the "Patent Application"), which Patent Application INVENTORS have reviewed.

Whereas, SMUCKER desires to acquire the entire right, title and interest in said Patent Application and said inventions, and to any United States and foreign patents to be obtained therefore; and

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged:

I. INVENTORS hereby sells, assigns, and transfers to SMUCKER, 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 the Patent Application, the inventions set forth in the Patent Application, any and all other applications for Letters Patent on said inventions in the United States and in countries foreign to the United States, including all conversion, provisional, non-provisional, divisional, renewal, extension, reexamination, substitute, continuation, continuation-in-part, reissue, and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extension of Letters Patent granted for said inventions or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said applications and said Letters Patent.

2. SMUCKER is hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the INVENTORS or in the name of SMUCKER or otherwise as SMUCKER may deem advisable, under the International Convention or otherwise.

3. 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 all said Letters Patent to SMUCKER 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 restriction, or other right heretofore given.

5. INVENTORS agree that they will do all acts reasonably serving to assure that said inventions, patent applications and Letters Patent shall be held and enjoyed by SMUCKER 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 SMUCKER all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, lawful affidavits, and declarations in form and in substance which may be requested by SMUCKER, to furnish SMUCKER 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, patent applications and Letters Patent.

6. INVENTORS hereby requests that SMUCKER or its counsel enter or correct the filing date(s) for the afore-referenced Patent Application, enter or correct the date(s) of execution of the afore-referenced Patent Application, and enter or correct the Application Serial No. if available, prior to recording this assignment, to have the same effect as if entered prior to execution of this Assignment.

7. 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.

Signatures:

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on the date set after his signature.

Zac Nelson
ZAC NELSON

2-25-18
DATE

On this 25th day of February, 2018, personally appeared before me, Monica Saylor, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.


Date: 2/25/18

Monica Saylor
Notary Public



MONICA SAYLOR
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on the date set after his signature.



KEVEN WALTER

2/26/18

DATE

On this 26th day of Feb, 2018, personally appeared before me, Keven Walter, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

Date: 2/26/18



Notary Public

