505000806 07/12/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5047554

SUBMISSION TYPE:	NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
WELLMAN ENTERPRISES LLC	06/28/2018

## **RECEIVING PARTY DATA**

Name:	AIRMATIC INC.
Street Address:	284 THREE TUN RD.
City:	MALVERN
State/Country:	PENNSYLVANIA
Postal Code:	19355

## **PROPERTY NUMBERS Total: 5**

Property Type	Number
Patent Number:	9315201
Application Number:	61642796
Application Number:	61693899
Application Number:	15618743
Application Number:	62342337

### CORRESPONDENCE DATA

**Fax Number:** (202)420-2201

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:** 202-420-2200

Email: kclements@blankrome.com
Correspondent Name: PETER S. WEISSMAN
Address Line 1: 1825 EYE STREET, NW
Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	108670.00101
NAME OF SUBMITTER:	PETER S. WEISSMAN
SIGNATURE:	/Peter S. Weissman/
DATE SIGNED:	07/12/2018

**Total Attachments: 3** 

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#### ASSIGNMENT

This Assignment of Intellectual Property (this "Assignment"), by and between Wellman Enterprises LLC, a company duly organized under and pursuant to the laws of the state of Minnesota, having its principal place of business at 21725 Inga Ave., Hampton, MN 55031 (the "Assignor") and Airmatic Inc., a corporation duly organized under and pursuant to the laws of Pennsylvania, having its principal place of business at 284 Three Tun Rd., Malvern, PA 19355 (the "Assignee").

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of all of Assignor's right, title and interest in and to U.S. Patent No. 9,315,201, issued April 19, 2016, U.S. Provisional Application No. 61/642,796, filed May 4, 2012, U.S. Provisional Application No. 61/693,899, filed Aug. 28, 2012, U.S. Patent Application Serial No. 15/618,743, filed June 9, 2017, and U.S. Provisional Application No. 62/342,337, filed May 27, 2016, and in and to the inventions therein and any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon (the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor agrees as follows:

- deliver to Assignee, all of Assigner's right, title, and interest in and to the Assigned Intellectual Property, and in and to any and all reissues, reexaminations or extensions of the Assigned Intellectual Property, and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part, and all rights under the International Convention for the Protection of Industrial Property, free and clear of all Liens, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with (i) all causes of action (in law or equity) claims, demands and any other rights for, or arising from, any past or future infringement, of the Assigned Intellectual Property, and (ii) the right to sue for and collect any past and future damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.
- 2. Assignor hereby covenants and agrees to and with the said Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said Assignor is the sole and lawful owners of the entire right, title and interest in and to the Assigned Intellectual Property, and that the same are unencumbered and that the said Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.
- 3. As may be requested by Assignee or its designee on other legal representative from time to time after the date hereof. Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominces or other legal representatives, in a

commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure Assignee's rights in the Assigned Intellectual Property including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representative, all right, title and interest in and to the Assigned Intellectual Property.

4 Assignor hereby authorizes and request the Commissioner of the United States Patent and Trademark Office and all other applicable bureaus or offices whose duty it is to issue, certify, record and/or assign registrations or applications for service marks, trademarks, patents, copyrights, Internet domain names or other forms of intellectual property protection, to issue, certify record and/or assign as appropriate, the Assigned Intellectual Property to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year written below.

Wellman Enterprises LLC:

Námc:/John Wellman Title: Chief Manager Date: June 28, 2018

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STATE OF MINNESOTA

COUNTY OF DAKOTA

, 2018, personally before me came On this 28th day of June John Wellmanggkxxxxxxxxxxx known to me, and known to me to be the persons described in and who signed the annexed Assignment, and being duly swom, acknowledged that he they executed the same.

NOTARY PUBLIC

My Commission Expires:

DANIEL J. FLUEGEL **NOTARY PUBLIC** MINNESOTA Commission Expires Jan. 31, 2020

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**RECORDED: 07/12/2018** 

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