

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5181150

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CORY A. NESS	10/04/2018
PHILIP B. MITCHELL JR.	10/04/2018
JEFFREY D. BORDER	09/25/2018
RECEIVING PARTY DATA	
Name:	ARLEN NESS ENTERPRISES, INC.
Street Address:	6050 DUBLIN BLVD.
City:	DUBLIN
State/Country:	CALIFORNIA
Postal Code:	94568
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16139692
Application Number:	62713429
CORRESPONDENCE DATA	
Fax Number:	(614)224-3246
<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>	
Phone:	(614) 462-1093
Email:	ipdocketcolumbus@icemiller.com
Correspondent Name:	ICE MILLER LLP
Address Line 1:	250 WEST STREET, SUITE 700
Address Line 4:	COLUMBUS, OHIO 43215-7509
ATTORNEY DOCKET NUMBER:	P03634-US-01 (32714.1000)
NAME OF SUBMITTER:	MICHAEL J. HOPKINS
SIGNATURE:	/Michael J. Hopkins/
DATE SIGNED:	10/10/2018
Total Attachments: 8	
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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 **Arlen Ness Enterprises, Inc.**, a California corporation, having a principal place of business at 6050 Dublin Blvd., Dublin, CA 94568, as well as its successors and/or assigns.

1.3 PATENT APPLICATION means: (a) United States Non-Provisional Patent Application Number 16/139,692, which was filed on September 24, 2018, with the title of **AIR CLEANER BACKING PLATE ASSEMBLY WITH CRANKCASE BREATHER VENTS**; and (b) United States Provisional Patent Application Number 62/713,429, which was filed on August 1, 2018, with the title of **AIR CLEANER BACKING PLATE ASSEMBLY WITH CRANKCASE BREATHER VENTS**. (If said number is not herein written, ASSIGNOR authorizes said number to be supplied hereafter).

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, foreign 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 pre-grant, 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 September 24, 2018.

2. ASSIGNMENT OF RIGHTS

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

2.2 Intellectual Property. The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and RELATED INTELLECTUAL PROPERTY.

2.3 Future Improvements. The ASSIGNOR hereby assigns, and agrees this assignment 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.

2.4 Right to Claim Priority. The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the PATENT APPLICATION and the RELATED PATENT CASES.

2.5 Infringement and Misappropriation. The ASSIGNOR hereby assigns to the ASSIGNEE 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.

2.6 Remedies. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement and/or misappropriation, including damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.7 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

3.1 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.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all 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.

3.3 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.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. PRIVILEGE

4.1 Assignment of Privilege. 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 Prevent Waiver of Privilege. 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 Partial Waiver of Privilege. 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 Authority to Convey. 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 No Conflicts. 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 Insert Application Number and Filing Date. 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 Issue Patent to Assignee. 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 Severability. 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 Choice of Law. 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 Ohio, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the courts of Ohio in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

Assignor's Signatures

IN WITNESS WHEREOF, this Assignment has been duly executed by each of the below signed Assignor(s).

Signature: Cory A. Ness Date: 10/4/18
Cory A. Ness (a U.S. citizen)

Address: 3179 Stonegate Dr, Alamo, CA 94507

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On this 4th day of October, 2018, there appeared before me Cory A. Ness, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

Notary Public

Signature: Philip B. Mitchell, Jr. Date: 10/4/2018
Philip B. Mitchell, Jr. (a U.S. citizen)

Address: 3432 Clayton Ln Loomis, CA 95650

STATE OF CALIFORNIA)
) ss:
COUNTY OF PLACER)

On this 4th day of October, 2018, there appeared before me Philip B. Mitchell, Jr., personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

See Attached CA
Notarial Certificate

Hollyanne Rutledge
Notary Public

Signature: Jeffrey D. Border
Jeffrey D. Border (a U.S. citizen)

Date: 9-25-18

Address: _____

STATE OF CALIFORNIA)
) ss:
COUNTY OF See)

On this 25 day of September, 2018, there appeared before me **Jeffrey D. Border**, personally known to me or who proved to me his identification, who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

Notary Public

Assignee:

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

ARLEN NESS ENTERPRISES, INC.

Date: 10/4/18

By: Cory A. Ness
Cory A. Ness, President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

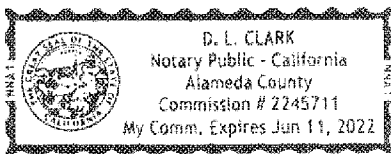
State of California

County of Alameda

On October 4, 2018 before me, D. L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Cory A. Ness
Name(s) of Signer(s)

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 D. L. Clark
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Patent

Document Date: September 24, 2018 Number of Pages: 5

Signer(s) Other Than Named Above: Jeffery Duane Borders, Phillip B. Midwell, Jr

Capacity(ies) Claimed by Signer(s)

Signer's Name: Cory A. Ness

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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.

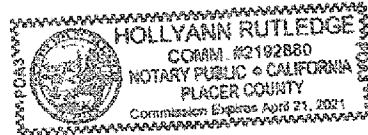
State of California
County of PLACER)

On October 4, 2018 before me, Hollyann Rutledge, Notary Public,

personally appeared Philip B. Mitchell, Jr.
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 Hollyann Rutledge (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

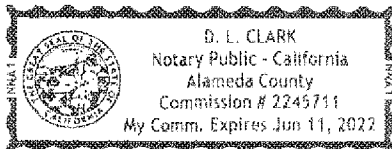
State of California

County of Alameda }

On September 25, 2018 before me, DL Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffery Duane Border
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 DL Clark
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Patent
Document Date: September 24, 2018 Number of Pages: 5
Signer(s) Other Than Named Above: Cory A. Ness, Phillip B. Mitchell Jr

Capacity(ies) Claimed by Signer(s)

Signer's Name: <u>Jeffery Duane Border</u>	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian of Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____