

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONALD E. PRIESTER	10/15/2018
RECEIVING PARTY DATA	
Name:	SMITH INDUSTRIES, INC. D/B/A JAY R. SMITH MFG. CO.
Street Address:	2781 GUNTER PARK DRIVE EAST
City:	MONTGOMERY
State/Country:	ALABAMA
Postal Code:	36109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16161363
CORRESPONDENCE DATA	
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<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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ATTORNEY DOCKET NUMBER:	260416-438442/JRS109US
NAME OF SUBMITTER:	ERIC J. SOSENKO
SIGNATURE:	/Eric Sosenko/
DATE SIGNED:	10/16/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2	
source=JRS109US_DeclarationAssignment#page1.tif	
source=JRS109US_DeclarationAssignment#page2.tif	

**DECLARATION (37 CFR 1.63) FOR UTILITY OR DESIGN
PATENT APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76) AND
ASSIGNMENT**

ADJUSTABLE FLOOR DRAIN

As a below-named inventor, I hereby declare that:

This Declaration is directed to:

The attached application;

OR

U.S. Application No. _____, filed on _____.

The above-identified application was made or authorized to be made by me.

I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I am aware of my duty to disclose to the U.S. Patent and Trademark Office all information that I know to be material to the patentability of this application, as defined in 37 C.F.R. § 1.56.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, **Smith Industries, Inc. d/b/a Jay R. Smith Mfg. Co.**, having a place of business at **2781 Gunter Park Drive East, Montgomery, Alabama 36109**, hereinafter called the "Assignee," desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, for good, valuable and legally sufficient consideration, the receipt of which is hereby acknowledged, I by these presents do sell, assign and transfer to the Assignee, for the United States, the entire right, title and interest in and to the patent application identified above and all inventions disclosed therein, and to any patents that may issue for said inventions in the United States; together with the entire right, title and interest in and to said inventions and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisionals, reissues, renewals and extensions of any of the patent applications and patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present or future infringement or any other violation of patent or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents. I hereby sell, assign, and transfer the entire right, title and interest to the Assignee as of the day of filing the application identified above.

I hereby covenant and agree, for both myself and my legal representatives, that I will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the

Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that I will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The U.S. Patent and Trademark Office, and all other patenting authorities, are hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

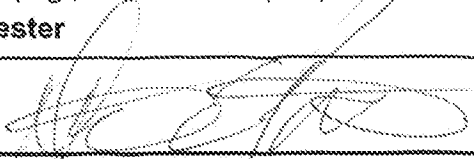
IN TESTIMONY WHEREOF, I have executed this agreement.

LEGAL NAME OF FIRST INVENTOR

Inventor Name (e.g., Given Name (first), Middle Name (if any) and Family Name or Surname):

Donald E. Priester

Signature:



Date:

10-15-2016