

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5193418

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	KENNETH J. KONKEY	09/28/2018
RECEIVING PARTY DATA		
Name:	AMERICAN INVENTED PRODUCTS, INC.	
Street Address:	35W578 COUNTRY SCHOOL ROAD	
City:	WEST DUNDEE	
State/Country:	ILLINOIS	
Postal Code:	60118	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29665001
CORRESPONDENCE DATA		
Fax Number:	(815)261-4350	
<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:	8158938149	
Email:	briecrawford@crawfordpatents.com	
Correspondent Name:	BRIE A. CRAWFORD	
Address Line 1:	1250 SOUTH GROVE AVENUE, SUITE 308	
Address Line 4:	BARRINGTON, ILLINOIS 60010	
ATTORNEY DOCKET NUMBER:	1820.0059	
NAME OF SUBMITTER:	BRIE A. CRAWFORD	
SIGNATURE:	/Brie A. Crawford/	
DATE SIGNED:	10/17/2018	
Total Attachments: 12		
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INVENTION ASSIGNMENT AGREEMENT

This INVENTION ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of September 28, 2018 ("Effective Date"), by and between Kenneth J. Konkey of 35W578 Country School Road, West Dundee, Illinois 60118 (hereinafter "Konkey") and American Invented Products, Inc., an Illinois corporation, of 35W578 Country School Road, West Dundee, Illinois 60118 (hereinafter "AIP") (singularly a "Party" and collectively the "Parties").

WHEREAS, Konkey is an inventor and owner of certain new and useful improvements in an invention currently known as: "CLEANING ACCESSORY" (hereinafter the "Invention") briefly described as follows:

The ornamental design for the article of manufacture described as: a cleaning accessory stylized as an abstracted face and the drawings for such cleaning accessory are attached to this assignment as Appendix A.

WHEREAS, an application or applications in the United States Patent and Trademark Office for a provisional and/or utility patent and/or design patent is/are being, or will be, filed, as well as potential foreign design patent application(s) and potential foreign utility patent application(s).

WHEREAS, AIP desires to acquire the entire right, title, and interest in and to the Invention in the United States of America and throughout the world.

WHEREAS, Konkey desires to assign the Invention and all right, title, and interest therein in the United States of America and throughout the world to AIP.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and promises set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Patent Rights.** Konkey hereby assigns, sells, and transfers to AIP the entirety of his right, title, and interest that exists today and may exist in the future in and to:
 - 1.1. The Invention and any and all patent applications now on file or later filed with the United States Patent and Trademark Office which may claim or protect it, whether provisional, utility, or design, and any and all Letters Patent of the United States of America now issued or later issued, whether utility or design; and
 - 1.2. All reissues, renewals, substitutes, reexaminations, extensions, post-grant reviews, *inter partes* reviews, supplemental examinations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, and divisions of any of the foregoing in Section 1.1; and
 - 1.3. All foreign patents, patent applications, and counterparts now existing or later filed relating to any of the foregoing in Sections 1.1 or 1.2, including, without limitation,

certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and

1.4. All intellectual property, including and without limitation: all innovations, information, inventions, invention disclosures, products, processes, works, designs, and discoveries described in any of the foregoing in Sections 1.1, 1.2, or 1.3 that, implicitly or explicitly:

1.4.1. Are included in any claim in any of the foregoing in Sections 1.1, 1.2, or 1.3; or

1.4.2. Are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any item of the foregoing in Section 1.1, 1.2, or 1.3; or

1.4.3. Could have been included as a claim in any of the foregoing in Sections 1.1, 1.2, or 1.3; and

1.5. All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the foregoing in Sections 1.1, 1.2, 1.3, or 1.4, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding, whether existing now or subsequently entered into and including expressly the right to claim priority; and

1.6. All related trade secrets, know-how, and/or any and all other proprietary or protectable rights related to the Invention, and all rights related thereto described in any of the foregoing 1.1, 1.2, 1.3, 1.4, and 1.5; and

1.7. All causes of action which now exist or may exist in the future (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under or on account of any of the foregoing in Sections 1.1, 1.2, 1.3, 1.4, 1.5, or 1.6, and all causes of action and other enforcement rights for:

1.7.1. Past, present, and future damages; and

1.7.2. Injunctive relief; and

1.7.3. Other remedies of any kind

for past, current, and future infringement; and

1.8. All rights to collect royalties and other payments under or on account of any of the foregoing in Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, or 1.7.

2. **Warranties.** Konkey hereby warrants as follows:

2.1. Ownership. Konkey has not assigned, transferred, encumbered, or otherwise disposed of any of his right, title, and interest, whether in whole or in part, in and to the Invention or any related patents, patent applications, or other legal right(s) associated with the Invention, including, without limitation, any right, title, and interest to sue for infringement thereof.

2.2. Authority. Konkey has the full power, authority, and capacity – and has obtained all spousal and third-party consents, approvals, and other authorizations required – to enter into this Agreement and to carry out his obligations hereunder.

2.3. Clear Title. To the best of Konkey's knowledge, the Invention and any related patents, patent applications, or other legal right(s) associated with the Invention are free and clear of all liens, licenses, claims, mortgages, security interests, community property

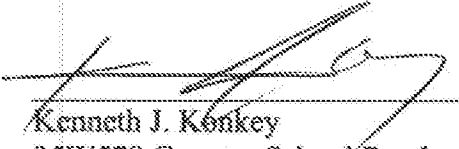
interests, restrictions, or other encumbrances. To the best of Konkey's knowledge, there are no actions, suits, investigations, claims, or proceedings that are threatened, pending, or in progress relating in any way to the Invention or any related patents, patent applications, or other legal right(s) associated with the Invention. To the best of Konkey's knowledge, there are no existing – and Konkey will not enter into any – assignments, contracts, agreements, understandings, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire the Invention or any related patents, patent applications, or other legal right(s) associated with the Invention, or that otherwise conflict with this Agreement.

- 2.4. **Enforcement.** Konkey has not put any third party on notice of actual or potential infringement of the Invention or any related patents, patent applications, or other legal right(s) associated with the Invention, nor initiated any enforcement action with respect to the same. To the best of Konkey's knowledge, neither the Invention nor any related patents, patent applications, or other legal right(s) associated with the Invention are currently the subject of any dispute, challenge, or cancellation proceeding.
3. **Further Cooperation.** Konkey hereby agrees to execute any documents that may be required in connection with the filing, prosecution, and maintenance of any and all patents or applications related to the Invention in the United States of America or countries foreign thereto. Konkey further agrees that if any part of the assignment contemplated by this Agreement is held to be invalid and/or inadequate under the law of any jurisdiction, then he will execute such further documents as may be necessary to perfect AIP's interest in the Invention and all patents, patent applications, and other legal right(s) associated with the Invention. All such documents shall be prepared at AIP's own expense. Konkey agrees, without further consideration and at AIP's expense, to identify and communicate to AIP (at AIP's request) any and all documents and information concerning the Invention and any related patents, patent applications, or other legal right(s) associated with the Invention that are within Konkey's possession or control. Konkey also agrees, without further consideration and at AIP's request and at AIP's expense, to provide further assurances and testimony on behalf of AIP that lawfully may be required of Konkey in the respect to the prosecution, maintenance, and defense of any patent application(s), patent(s), or other legal rights associated with the Invention encompassed within the terms of this Agreement.
4. **Consideration.** In exchange for the patent assignment and the other promises and warranties contained in this Agreement, AIP shall pay to Konkey Ten United States Dollars (US\$10.00) plus other good and valuable consideration, the sufficiency of which is hereby stipulated.
5. **Authorization.** Konkey hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to AIP any and all Letters Patent referred to above, as assignee of the entire right, title, and interest in and to the same, for AIP's sole use and benefit, to the full extent of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Konkey had this Agreement not been made. Konkey further authorizes AIP, or AIP's designated attorney or agent, to file such applications for patent or other legal protections as the Invention may be entitled to in and under the law of any and all jurisdictions where it may be entitled to such protection.


6. **Completion.** Konkey authorizes any member of Crawford Intellectual Property Law LLC and attorneys working under its authorization and supervision to insert or complete any information in this document needed to effect its recording in the United States Patent and Trademark Office.
7. **Choice of Law.** This Agreement shall be governed by, and construed according to, the laws of the State of Illinois, without reference to any principles of conflicts of law.
8. **Forum Selection.** All actions brought under this Assignment may be brought only in a State or Federal court having jurisdiction in Kane County, Illinois. The Parties hereby consent to venue in these fora.
9. **Non-Waiver of Rights.** Failure by either Party to enforce strict performance of any provision of this Agreement does not constitute a waiver of that Party's right to subsequently enforce that provision or any other provision of this Agreement. No waiver of any term, provision, or condition of this Agreement shall be valid unless given in a signed writing.
10. **Severability.** Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid. However, if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term, or the remaining provisions or terms of this Agreement.
11. **Heirs, Successors, and Assigns.** All of the covenants, terms, provisions, and agreements contained herein shall be binding upon the Parties, and to their respective legal representatives, heirs, successors, and assigns.
12. **Headings.** The section headings in this Agreement are inserted for convenience only and shall not be used or relied upon in any way in the interpretation of this Agreement.
13. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether oral or written.
14. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties have not signed the original or the same counterpart. Any counterpart hereof signed by a Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

(Signature page follows)

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The Parties agree that facsimile signatures and signatures by e-mail as scanned documents shall be as effective as if originals.



Kenneth J. Konkey
35W578 Country School Road
West Dundee, Illinois 60118



Kenneth J. Konkey, President
American Invented Products, Inc.
35W578 Country School Road
West Dundee, Illinois 60118

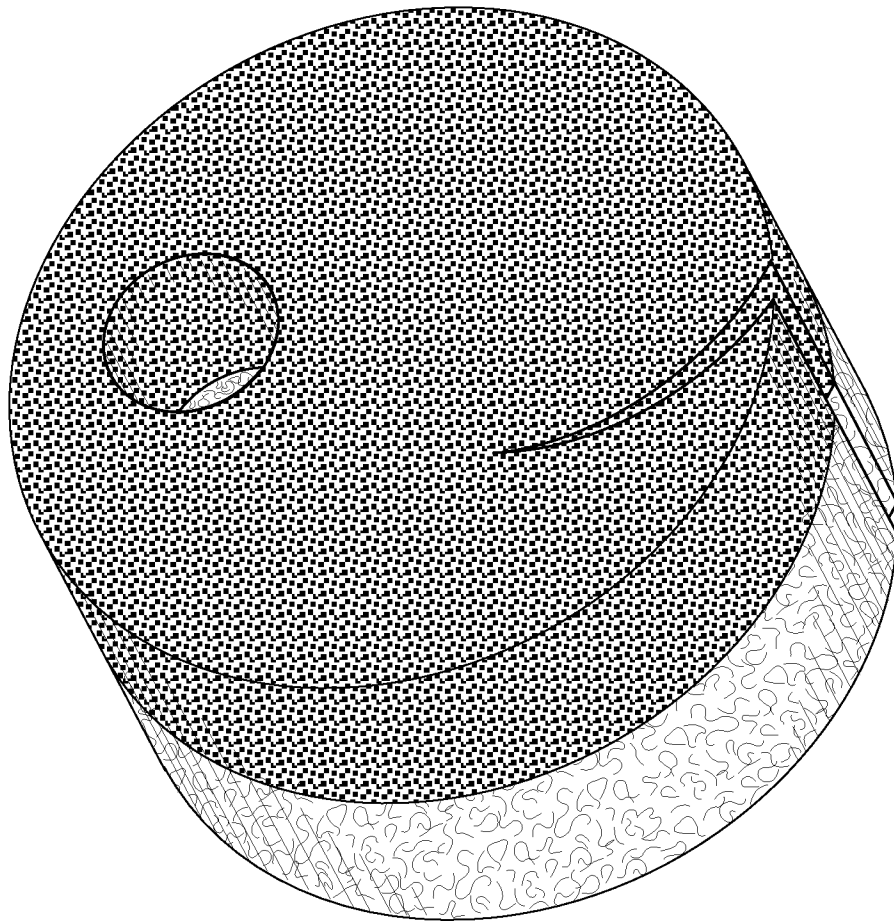


FIG. 1

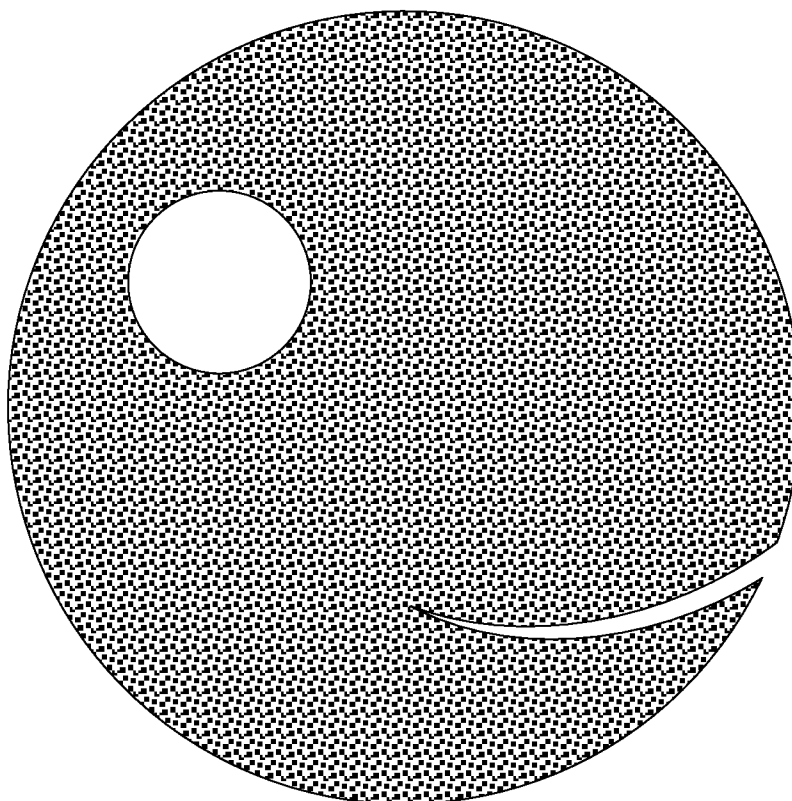


FIG. 2

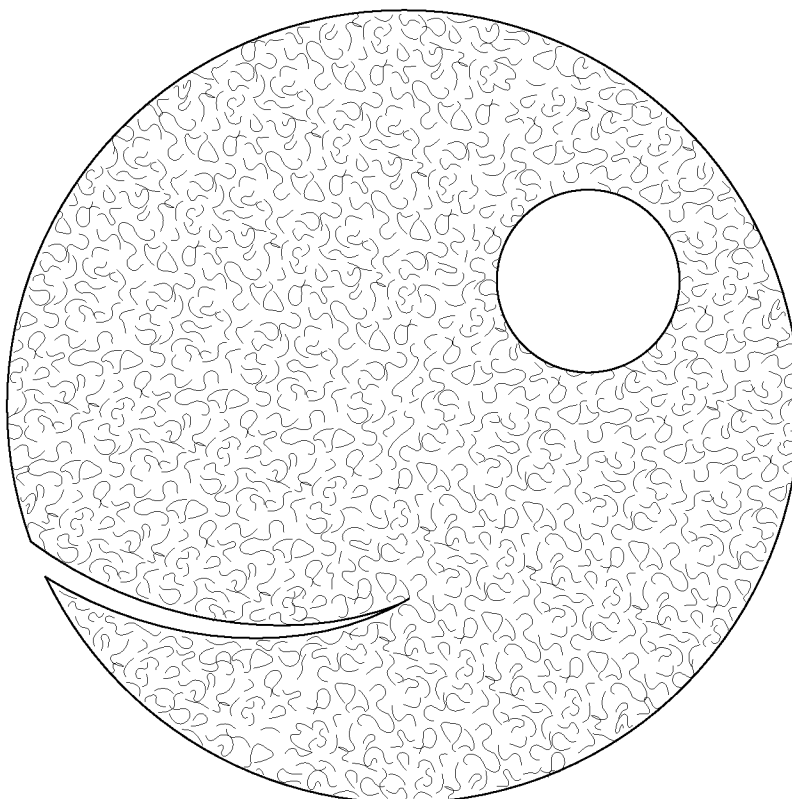


FIG. 3

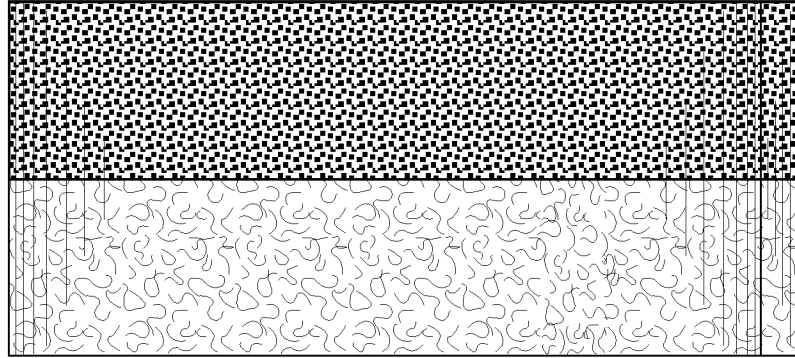


FIG. 4

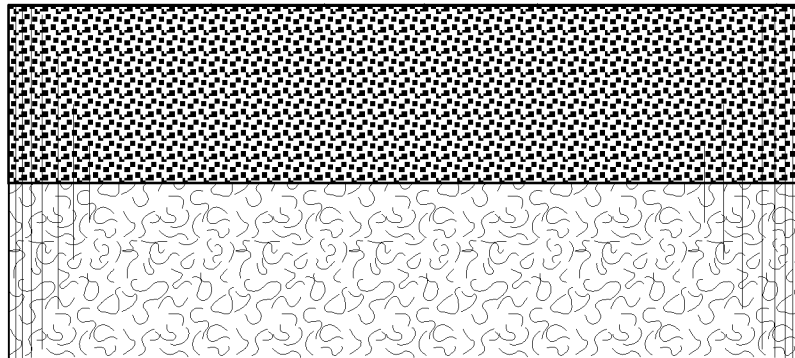


FIG. 5

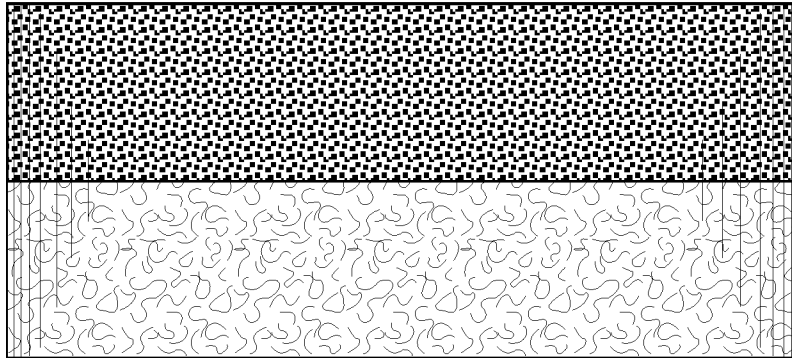


FIG. 6

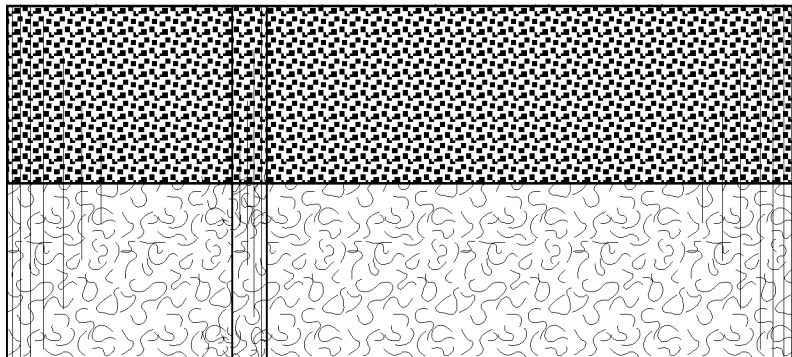


FIG. 7

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: Kenneth J. KONKEYApplication No./Patent No.: 29/665,001Filed/Issue Date: 09/28/2018Titled: CLEANING ACCESSORYAmerican Invented Products, Inc. _____, a corporation of Illinois

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose one of options 1, 2, 3 or 4 below):

1. ☒ The assignee of the entire right, title, and interest.
2. ☐ An assignee of less than the entire right, title, and interest (check applicable box):
- ☐ The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- ☐ There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. ☐ The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. ☐ The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose one of options A or B below):

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT**REEL: 047202 FRAME: 0024**

STATEMENT UNDER 37 CFR 3.73(c)

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Brie A. Crawford/

Signature

Brie A. Crawford

Printed or Typed Name

October 17, 2018

Date

58,173

Title or Registration Number

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.