

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5244349

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PHILIP ELPERS	11/05/2018
ROBERT W. CORNELL	11/05/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INDIAN INDUSTRIES, INC.
<b>Street Address:</b>	817 MAXWELL AVENUE, P.O. BOX 889
<b>City:</b>	EVANSVILLE
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	47711
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29670699
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)637-7561
<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>	
<b>Phone:</b>	317-634-3456
<b>Email:</b>	DocketDept@uspatent.com
<b>Correspondent Name:</b>	CHARLES J. MEYER
<b>Address Line 1:</b>	111 MONUMENT CIRCLE, SUITE 3700
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204-5137
<b>ATTORNEY DOCKET NUMBER:</b>	001405-000823
<b>NAME OF SUBMITTER:</b>	DANIELLE Y. SNEED
<b>SIGNATURE:</b>	/Danielle Y. Sneed/
<b>DATE SIGNED:</b>	11/19/2018
<b>Total Attachments: 5</b>	
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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 Indian Industries, Inc., a corporation of Indiana having a principal place of business at 817 Maxwell Avenue, P. O. Box 889, Evansville, IN 47711 as well as its successors and/or assigns.

1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number \_\_\_\_\_ which was filed on \_\_\_\_\_, with the title of BASKETBALL BACKBOARD SUPPORT ARM.

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, 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 the earlier of the conception date of the INVENTION, the filing date of the PATENT APPLICATION, the filing date of the RELATED PATENT CASES, and/or the date of this assignment is first signed by at least one of the parties.

### 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, and profits.

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.

2.8 Confirmation. The ASSIGNOR hereby agrees this assignment serves as a confirmation of any previous assignment of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and/or RELATED INTELLECTUAL PROPERTY from the ASSIGNOR to the ASSIGNEE, and this assignment is not contrary to any such previous assignment.

### 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 desired 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. ATTORNEY CLIENT PRIVILEGE

4.1 Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Attorney Client 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, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product 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 Woodard, Emhardt, Moriarty, McNett & Henry 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, such decision shall not affect the validity and/or enforceability of the remaining provisions 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 the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the

courts of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment in connection with any dispute arising under the assignment.

6.5 Counterparts. This assignment may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same assignment. Electronic copies of signatures to this assignment shall be binding originals.

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

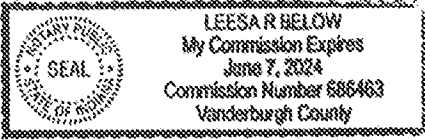
ASSIGNOR(S) SIGNATURE(S)

Philip Elpers  
232 Avenida De Azuleas  
Evansville, Indiana 47712  
United States

*Philip Elpers*  
Assignor Signature

*Nov 5 2018*  
Assignor Date

Notarial Stamp/Seal



SUBSCRIBED and SWORN to before me by Philip Elpers  
this 5th day of November, 2018 in the county of Vanderburgh  
in the State of Indiana

*Leesa R. Below*  
Notary Public (Signature)

*Leesa R. Below*  
(Printed Name)

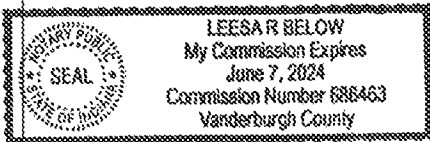
Resident of Vanderburgh County My Commission Expires 6-7-2024

Robert W. Cornell  
10225 Hyde Park  
Evansville, Indiana 47711  
United States

*Robert W. Cornell*  
Assignor Signature

*5 NOV 2018*  
Assignor Date

Notarial Stamp/Seal



SUBSCRIBED and SWORN to before me by Robert W. Cornell  
this 5th day of November, 2018 in the county of Vanderburgh  
in the State of Indiana


*Leesa R. Below*  
Notary Public (Signature)

*Leesa R. Below*  
(Printed Name)

Resident of Vanderburgh County My Commission Expires 6-7-2024

Assignee:

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

Assignee Signature:   
Printed Name: JAMES R. ALLHOUSE  
Title: VP. OPERATIONS & PRODUCT DEVELOPMENT  
Company: Indian Industries, Inc.  
Date: 6 day of NOVEMBER, 2018