# PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5300418

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
WILLIAM S. SCHJERVEN SR.	12/04/2018
RICHARD H. VAN CAMP	12/04/2018
THEODORE JAMES CHMIOLA	12/04/2018

## **RECEIVING PARTY DATA**

Name:	The Middleby Corporation	
Street Address:	1400 Toastmaster Drive	
City:	Elgin	
State/Country:	ILLINOIS	
Postal Code:	60120	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16218294

## CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	202170-9055-US02	
NAME OF SUBMITTER:	MIRCEA A. TIPESCU	
SIGNATURE:	/mircea a. tipescu/	
DATE SIGNED:	12/27/2018	

## **Total Attachments: 3**

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**PATENT REEL: 047857 FRAME: 0446** 505253648

#### ASSIGNMENT

Pursuant to our obligation to The Middleby Corporation (hereinafter referred to as "Assignee"), a Delaware corporation having its principal place of business at:

1400 Toastmaster Drive Elgin, IL 60120

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged, we:

William S. Schjerven Sr. 25 Yardley Lane Schaumburg, IL 60194

Richard H. Van Camp 2631 Sagamore Circle Aurora, IL 60503

Theodore James Chmiola 9802 Sage Hen Trail Roscoe, IL 61073

("Assignors") confirm our obligation to and hereby irrevocably transfer, assign and convey unto Assignee, and its successors and assigns, our entire worldwide right, title, and interest, free and clear of all liens, encumbrances or other obligations:

(1) in and to the inventions and subject matter described, depicted, claimed, or otherwise disclosed ("the Inventions") in the patent application titled "CONVECTION CONVEYOR OVEN MANIFOLD AND DAMPER SYSTEM," for which United States Patent Application No. 16/218,294 (Atty. File No. 202170-9055-US02) was filed on December 12, 2018; the patent application titled "CONVECTION CONVEYOR OVEN MANIFOLD AND DAMPER SYSTEM," for which PCT Application No. PCT/US2018/065273 (Atty. File No. 202170-9055-WO01) was filed on December 12, 2018; and the patent application titled "CONVECTION CONVEYOR OVEN MANIFOLD AND DAMPER SYSTEM," for which PCT Application No. PCT/US2017/037540, filed June 14, 2017 (Atty. File No. 202170-9055-WO00) (collectively, the "Subject Patent Applications");

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- (2) in and to the Subject Patent Applications and all other patent applications now or hereafter filed in the United States of America (including, without limitation, any non-provisional, divisional, continuation, continuation-in-part, reexamination, and reissue applications) based upon the Inventions or claiming the benefit of or priority to any of the Subject Patent Applications or any other patent application assigned under this Assignment, including all rights of priority based on such applications and the right to file such applications in the name of the Assignee, and any and all patents granted thereon to the full end of the term or terms for which said patents may be granted;
- (3) in and to all patent applications or other applications of any kind or nature relating to the protection of intellectual and industrial property rights, now or hereafter filed in countries foreign to the United States of America, based upon the Inventions or claiming the benefit of or priority to any of the Subject Patent Applications or any other patent application assigned under this Assignment, including all rights of priority based on such applications and the right to file such applications in the name of the Assignee, and any and all patents granted thereon to the full end of the terms for which said patents may be granted;
- (4) in and to all patent applications or other applications of any kind or nature relating to the protection of intellectual and industrial property rights now or hereafter filed under the Paris Convention for the Protection Of Industrial Property, the Patent Cooperation Treaty, and all other international conventions, agreements, treaties or laws relating to the protection of intellectual and industrial property based upon the Inventions or claiming the benefit of or priority to any of the Subject Patent Applications or any other patent application assigned under this Assignment, including all rights of priority based on such applications and the right to file such applications in the name of the Assignee, and any and all patents granted thereon to the full end of the terms for which said patents may be granted;
- (5) in and to all rights of any kind whatsoever of Assignors accruing before, on, or after the dates of execution below under any of the foregoing provisions provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, acknowledging that some rights may have already accrued to the Assignee under such applicable laws; and
- (6) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the dates of execution below, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignors hereby authorize the Assignee or attorney of record to insert in the appropriate place in this document the application number of our application after execution of this Assignment. Assignors hereby agree that Assignors will, upon demand of Assignee, its successors, assigns, or legal representatives, and without further consideration to Assignors, execute any and all papers and do all other lawful acts that may be deemed necessary by Assignee, its successors, assigns, or legal representatives, to complete fulfillment of the intent and purposes of this Assignment in any country throughout the world. Any expenses incident to the execution of such papers and performance of such acts shall be paid by the Assignee, its successors, assigns, or legal representatives.

Assignors hereby authorize and request the Commissioner of the United States Patent and Trademark Office and the appropriate official of any foreign patent or intellectual property office to issue all patents as shall be granted upon the assigned patent applications to Assignee, its successors, assigns, or legal representatives.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED: 12-4-18

William S. Schjerven Sr

DATED: 12-4-2018

Richard H. Van Camp

Michael The Faulays

DATED: 124 2018

**RECORDED: 12/27/2018** 

Theodore James Chmiola