### 505269199 01/09/2019

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

#### **CONVEYING PARTY DATA**

Name	Execution Date
DONALD M. KLEIN	12/27/2018

### **RECEIVING PARTY DATA**

Name:	DONALD M. KLEIN, TRUSTEE OF THE KLEIN TRUST DATED DECEMBER 27, 2018
Street Address:	4009 SE 11TH PLACE
City:	FORT MYERS
State/Country:	FLORIDA
Postal Code:	33904-5186

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

Property Type	Number
Patent Number:	8061010

#### CORRESPONDENCE DATA

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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.

**Phone:** 239-936-7200

**Email:** jenniferhammond@gskattorneys.com

Correspondent Name: JENNIFER J. HAMMOND

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ATTORNEY DOCKET NUMBER:	9981.001		
NAME OF SUBMITTER:	JENNIFER J. HAMMOND		
SIGNATURE:	/Jennifer J. Hammond/		
DATE SIGNED:	01/09/2019		
	This document serves as an Oath/Declaration (37 CFR 1.63).		

### **Total Attachments: 2**

source=Klein Donald Scanned SP Products, Inc. Agmt 010919 (00539851xA1797)#page1.tif source=Signed Donald Assignment of Patent 12.27.2018 (00539794xA1797)#page1.tif

PATENT 505269199 REEL: 047939 FRAME: 0464

# SP PRODUCIS, INC

730 Pratt Blod

Elk Grove Village, IL 60007

Thone: 847/593-8595 Fax: 847/593-8629 info@opproducts.com www.spproducts.com

Agreement dated 02/15/17 between David Klein located at 11819 S. Lawler, Alsip, IL 60803, Donald Klein located at 114 Nippersink Dr, McHenry, IL 60805 plus DDK Innovations located at 11819 S. Lawler Ave, Alsip, IL 60803 hereafter referred to in this agreement as "Inventors" and SP Products, Inc. located at 730 Pratt Blvd, Elk Grove Village, Illinois 60007 plus Peter A. Vrame "Owner" located at 420 Butternut Dr., Wood Dale, Illinois 60191 hereto referred to in this agreement as "SP Products, Inc." located at 730 Pratt Blvd., Elk Grove Village, Illinois 60007.

- For \$10.00 consideration and fair value received. "Inventors" enter into the following agreement dated 12/6/16 with "SP Products, Inc".
- Only "5P Products, inc." will have an exclusive right to market and sell the existing POLY BOX INSERTS as shown on page (IP38) of SP catalog dated 10/8/16 from today's date thru the life of the existing Patent #8061010 Dated: 11/22/2011.
- 3. No other party or legal entity including "inventors" will have the right to market and sell the product without written permission from "SP Products, inc" or its' appointees.
- "Inventors" warrant they are the sole owner of the patent for the POLY BOX INSERTS and no rights to this
  product have been assigned or transferred to any other person, party or legal entity.
- 5. SP Products will pay for all future Maintenance fees for the Foam Patent.
- SP Products will e-mail a copy of all purchase orders for foam ordered from Adams Foam or any other company.
- 7. SP Products will e-mail a copy of any invoices for the Foam Inserts they sell.
- 8. "SP Products, Inc" will pay a total of 7%, (3 1/2 % to David Klein & 3 %% to Donald Klein) royalty on all sales less freight, cash discount, returned material, SP agents' commissions based on the selling price to "SP Products, Inc's" customers.
- SP reserves the right to purchase raw material and finished product from any source over and beyond the current supplier (Adams Foam Rubber Co, 4737 S. Christiana Ave, Chicago, Illinois) it chooses.
- 10. "SP Products, inc" will have 100% control to establish all pricing, advertising, marketing policies plus channels of distribution for all products and has the right to make any design changes requested by its' customers. If the "Inventors" choose not to make design changes requested by "SP Products, Inc" then "SP Products, Inc" may do so with its own sources and at its own expense without written or verbal approval from the "Inventors" and SP Products will own and have complete control of the changes.
- 11. If the "Inventors" choose to make any design changes to the POLY BOX INSERTS they must have written approval from "SP Products, Inc" and the "Inventors" will be responsible for all costs involved for any and all changes made to the POLY BOX INSERTS.
- 12. David Klein and Donald Klein have the right to visit 5P Products one time every 6 months on an unannounced basis at their expense to verify all sales are properly recorded and all royalties due them are paid.

<ol> <li>13. This agreement dated 12/ε jnvolved.</li> </ol>	i/16 remains in effect	in the event of the death of any or all of the pa	rties
Dall te	2-25-17		
Donald Klein, Inventor	Date		
	22577	Htv alane President or	/15/17
David Klein, Inventor	Date	"SP Products" Peter A. Vrame President	Date
Witnessed By:			

Date

PATENT REEL: 047939 FRAME: 0465

# ASSIGNMENT OF PATENT

FOR VALUE RECEIVED, the undersigned Donald M. Klein, does hereby irrevocably sell, assign and transfer, to the Klein Trust dated December 27, 2018, all of the undersigned's interest in Patent Number 8,061,010, licensed to SP Products, standing in the name of the undersigned.

DATED this 27 day of December 2018.

Donald M. Klein

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**PATENT** REEL: 047939 FRAME: 0466

**RECORDED: 01/09/2019**