505300315 01/28/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5347093

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
GARY LOUIS KOZMINSKE	01/05/2019

RECEIVING PARTY DATA

Name:	DERA INDUSTRIES, LLC
Street Address:	3348 E RYAN DR
City:	MIDLAND
State/Country:	MICHIGAN
Postal Code:	48642-7237

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D836429

CORRESPONDENCE DATA

Fax Number:

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: 6505337952

Email: echmelar@yahoo.com

Correspondent Name: ERIK CHMELAR
Address Line 1: 3348 E RYAN DR

Address Line 4: MIDLAND, MICHIGAN 48642-7237

NAME OF SUBMITTER:	ERIK CHMELAR
SIGNATURE:	/Erik Chmelar/
DATE SIGNED:	01/28/2019

Total Attachments: 1

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PATENT 505300315 REEL: 048161 FRAME: 0542

Patent Assignment Agreement

- 1. Parties. This Agreement ("Agreement") is entered into by and between:

 <u>Dera Industries, LLC</u> ("Assignee"), with principal office at 3348 E Ryan Dr, MI 48642, and

 Gary Louis Kozminske ("Assignor"), residing at 22193 Wynsmythe Dr, Mattawan, MI 49071.
- **2. Invention and Patent**. Assignor has invented a <u>Utility Strap with Ribs</u> ("Invention"), and has been granted <u>U.S.</u> Patent D836,429 ("Patent"). Assignor believes himself to be the first and sole inventor.
- 3. Assignment. For good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Assignee, and its successors, representatives, and assigns, all right, title and interest in the Invention and the Patent in the United States and throughout the World, including all reexaminations, extensions, reissues, divisionals, continuations, continuations-in-part, foreign applications, and other applications thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patent to Assignee.
- **4. Assignor's Representations and Warranties.** Assignor hereby represents and warrants:
 - (a) that Assignor has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee;
 - (b) that Assignor has not executed any other agreement that would conflict with the terms of this Agreement, nor will he execute any such agreement in the future; and
 - (c) that to the best of Assignor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
- **5. Patent Status**. Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable will not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.
- **6. Further Actions**. Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
- 7. General.

RECORDED: 01/28/2019

- (a) Severability. If any provision or portion of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions will remain in full force and effect.
- **(b) Counterparts**. This Agreement may be executed in counterparts by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.
- (c) Governing Law. This Agreement is made under, and will be construed to, the laws of the State of Michigan.
- (d) Headings. Headings are for convenience only and will be ignored in the construction or interpretation hereof.
- (e) Entire Agreement. This Agreement expresses the complete understanding between the parties with respect to its subject matter and supersedes all prior agreements, proposals, representations, negotiations, and understandings.

Assignor:	Assignee:	
Gary Louis Kozminske Jan 5, 2019		Jan 4, 2019
(signature) (date)	(name) Gul Clubel (signature)	(date)

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