

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
AKRON BRASS COMPANY	12/31/2014
RECEIVING PARTY DATA	
Name:	NOTTINGHAM SPIRK DESIGN ASSOCIATES
Street Address:	2200 OVERLOOK ROAD
City:	CLEVELAND
State/Country:	OHIO
Postal Code:	44106
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	14345785
Patent Number:	D702000
Application Number:	29486527
CORRESPONDENCE DATA	
Fax Number:	
<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>	
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Address Line 4:	CLEVELAND, OHIO 44115
ATTORNEY DOCKET NUMBER:	NOTTP0138US
NAME OF SUBMITTER:	LUIS A. CARRION
SIGNATURE:	/Luis A. Carrion/
DATE SIGNED:	04/03/2019
Total Attachments: 3	
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PATENT ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into this 31 day of December, 2014 (the "Effective Date") by and between Nottingham-Spirk Design Associates, Inc., an Ohio corporation having a place of business at 11310 Overlook Road, Cleveland, Ohio 44106, hereinafter referred to as "Nottingham Spirk" and Akron Brass Company, a Delaware corporation, having a place of business at 343 Venture Boulevard, Wooster, Ohio 44691 hereinafter referred to as "AKRON BRASS";

WITNESSETH:

WHEREAS, AKRON BRASS represents and warrants that it is the owner of all rights, title and interest that may exist in and to all inventions that relate to the Designer Series Fire Extinguisher that was the subject of the October 15, 2013 Design & Development Agreement ("D&D Agreement") ("Designer Series Fire Extinguisher") and any Program Technology, as defined in the D&D Agreement and/or improvements thereto that were conceived of prior to the date of execution of this Agreement and that may be patentable or otherwise protectable in the United States or other countries and any and all patents (United States and/or foreign) and/or applications for patents (United States and/or foreign) that claim and/or disclose any such inventions (collectively "Designer Series Fire Extinguisher Inventions/Patents/Applications"), including, but NOT limited to International Patent Application No. PCT/US2012/056079 and U.S. Patent Application No. 29/486527 and any related patents or applications for patents; and

WHEREAS, Nottingham Spirk desires to acquire all of AKRON BRASS's rights, title and interest in and to the Designer Series Fire Extinguisher Inventions/Patents/Applications;

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained, the parties hereto have agreed as follows:

1. AKRON BRASS sells, assigns, transfers, grants and conveys to Nottingham Spirk all rights, title and interest to the Designer Series Fire Extinguisher Inventions/Patents/Applications (United States or foreign), including but NOT limited to International Patent Application No. PCT/US2012/056079 and U.S. Patent Application No. 29/486527, and all other related patents and/or patent applications, including but not limited to all provisional, divisional, renewal, substitute, continuation, continuation-in-part, PCT and Convention, and any and all patents and reissues and extension of letters patent granted for said patents or inventions disclosed therein or upon said applications, and every priority right that is or may be predicated upon or arise from said patents or inventions disclosed therein or upon said applications; Nottingham Spirk being hereby authorized to file patent applications in any or all countries on any or all said Designer Series Fire Extinguisher Inventions/Patents/Applications, in the name of Nottingham Spirk or otherwise as Nottingham Spirk may deem advisable; the Commissioner of Patents of the United States of America and the empowered officials of all other governments being hereby authorized to issue or transfer all said patents to Nottingham Spirk in accordance herewith. AKRON BRASS further sells, assigns, transfers, grants and conveys to Nottingham Spirk all rights, title and interest to all causes of action, rights, and remedies arising under any such patent or patent application prior to or after the effective date of this Agreement, including the right to sue and recover for past, present and future infringement.

2. Nottingham Spirk agrees to pay any outstanding fees associated with applications for the patents including issue fees and the currently owed maintenance fees and Nottingham Spirk agrees to file and pay for any necessary continuation applications from the patents in the United States or for international letters patent. Nottingham Spirk shall be responsible for the administration required to prosecute and maintain all such patents or patent applications.

(Patent Assignment from AKRON BRASS to Nottingham Spirk, December 2014)

3. AKRON BRASS hereby covenants that it is the owner of the entire right, title and interest that may exist in and to the Designer Series Fire Extinguisher Inventions/Patents/Applications, including but NOT limited to International Patent Application No. PCT/US2012/058079 and U.S. Patent Application No. 29/486527 unencumbered by any outstanding contracts or agreements or the rights of others; that it has full right to make this assignment and that it has not executed and will not execute any agreement in conflict with the assignments contemplated herein. AKRON BRASS further covenants and agrees that it will, at any time, upon request, execute any and all rightful documents that may be necessary or desirable in the opinion of counsel for Nottingham Spirk to perfect in Nottingham Spirk the complete legal and equitable title to all of the aforesaid Designer Series Fire Extinguisher Inventions/Patents/Applications, and to enable Nottingham Spirk to obtain and sustain good and valid patents thereon in the United States of America and in all foreign countries throughout the world; and that if a reissue of any such patents or a disclaimer relating thereto shall hereafter be desired by Nottingham Spirk it will, upon request, sign all papers, make all rightful oaths, do all lawful acts requisite for the application of such reissue and the securing thereof and for the filing of such disclaimer without further compensation but at the sole expense of Nottingham Spirk. Notwithstanding the foregoing, AKRON BRASS does NOT represent, warrant or covenant that the Designer Series Fire Extinguisher Inventions/Patents/Applications will be deemed patentable by the Commissioner of Patents of the United States of America or the empowered officials of any other government or, otherwise, be deemed protectable against others.

4. It is mutually understood and agreed that Nottingham Spirk shall retain all rights, title and interest to each and every modification and/or improvement relating to the Designer Series Fire Extinguisher now or hereafter conceived, made or developed by Nottingham Spirk or an officer, employee or agent of Nottingham Spirk, or which shall become the property of Nottingham Spirk in any manner whatsoever.

5. This Agreement shall inure to the benefit of the successors and assigns of Nottingham Spirk and the successors and assigns of AKRON BRASS, whether by operation of law or otherwise.

6. This Agreement shall be construed in accordance with the laws of the State of Ohio and of the United States of America. It constitutes the entire and complete agreement between the parties hereto and there shall be no modification or deviation therefrom except by mutual consent of the parties in writing. For the avoidance of doubt, none of the terms of this Agreement will amend, alter or otherwise supersede the terms of the D&D Agreement, including, without limitation, any of the terms applying post-termination, such as Sections 2.3.3, 4, 7.1.2, 7.4 and 8-13.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

Date: 12-31-14

[Signature]
Nottingham-Spirk Design Associates, Inc.
by John Nottingham

Date: 12-31-14

[Signature]
Nottingham-Spirk Design Associates Inc.
By John Spirk

State of Ohio)
County of Cuyahoga)

SS:

On this, the 31st of December 2014, John Nottingham and John Spirk personally appeared before me to me known to be who executed the above Assignment, and acknowledged to me that they executed the same for the uses and the purposes therein mentioned.

SEAL
NOTARY PUBLIC

[Signature]

BRANDI BRANDEWIE
NOTARY PUBLIC - STATE OF OHIO
Recorded in Cuyahoga County
My Commission expires April 22, 2015

Date: 12/31/2014

[Signature]
AKRON BRASS COMPANY
By RICHARD D. WUESCHER
Title: VICE PRESIDENT

State of OH)
County of Wayne)

SS:

On this, the 31st of December 2014, Richard Wuescher personally appeared before me to me known to be who executed the above Assignment, and acknowledged to me that he executed the same for the uses and the purposes therein mentioned.

SEAL
NOTARY PUBLIC



[Signature]

(Patent Assignment from AKRON BRASS to Nottingham Spirk, December 2014)