

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5609676

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	LEE A. SHAW	04/19/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	SHAW & SONS, INC.	
<b>Street Address:</b>	829 W. 17TH STREET, SUITE 5	
<b>City:</b>	COSTA MESA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	92627	
<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6210070	
<b>Patent Number:</b>	6926463	
<b>Patent Number:</b>	7381008	
<b>Patent Number:</b>	7604432	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>	949-855-1246	
<b>Email:</b>	rlau@stetinalaw.com	
<b>Correspondent Name:</b>	KIT M. STETINA	
<b>Address Line 1:</b>	75 ENTERPRISE, SUITE 250	
<b>Address Line 4:</b>	ALISO VIEJO, CALIFORNIA 92656	
<b>ATTORNEY DOCKET NUMBER:</b>	LITTM-000	
<b>NAME OF SUBMITTER:</b>	KIT M. STETINA	
<b>SIGNATURE:</b>	/kms/	
<b>DATE SIGNED:</b>	07/09/2019	
<b>Total Attachments: 7</b>		
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## **PATENT ASSIGNMENT**

WHEREAS, LEE A. SHAW (hereinafter referred to as "ASSIGNOR") is a co-inventor and has an undivided fifty percent (50%) ownership interest in the following United States Patents:

1. United States Patent No. 6,210,070, issued on April 3, 2001, entitled CONCRETE DOWEL SLIP TUBE WITH CLIP;
2. United States Patent No. 6,926,463, issued on August 9, 2005, entitled DISK PLATE CONCRETE DOWEL SYSTEM;
3. United States Patent No. 7,381,008, issued on June 3, 2008, entitled DISK PLATE CONCRETE DOWEL SYSTEM; and
4. United States Patent No. 7,604,432, issued on October 20, 2009, entitled PLATE CONCRETE DOWEL SYSTEM;

(hereinafter individually and/or collectively referred to as "DOWEL SYSTEM PATENTS"), copies of which are attached hereto as Exhibit A;

WHEREAS, SHAW & SONS, INC., a California corporation, having a business address at 829 W. 17<sup>th</sup> Street, Suite 5, Costa Mesa, California 92627 (hereinafter referred to as "ASSIGNEE") desires to obtain the entire right, title, and interest from ASSIGNOR in the DOWEL SYSTEM PATENTS;

WHEREAS, ASSIGNEE intends to license the DOWEL SYSTEM PATENTS to one or more third parties in exchange for monetary consideration for any products manufactured, used

and/or sold by such licensee covered under the DOWEL SYSTEM PATENTS in the United States.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter recited, ASSIGNOR and ASSIGNEE agree as follows:

1. ASSIGNOR does hereby acknowledge that he has sold, assigned, transferred, and set over, and by these presents does hereby sell, assign, transfer, and set over, onto said ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in, to, and under the DOWEL SYSTEM PATENTS, together with all divisions, renewals, and continuation applications thereof, and all letters patents of the United States which may be granted thereon, and all reissues and extension thereof, and all rights of priority under international conventions and applications for letters patents which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all letters patents which may be granted for said improvements in any country or countries foreign to the United States, and all extensions, renewals, re-examinations and reissues thereof; together with the right to sue for and collect damages for past infringements of said letters patents; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue all letters patents for said improvements to the said ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this instrument.

2. ASSIGNOR covenants and agrees that he will communicate to the said ASSIGNEE, its successors, legal representatives, and assigns, any facts known to ASSIGNOR respecting said DOWEL SYSTEM PATENTS, and to testify in all legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives, and assigns, to maintain and enforce proper patent protection for the DOWEL SYSTEM PATENTS.

3. ASSIGNEE agrees to pay ASSIGNOR fifty-percent (50%) of all monetary compensation received by ASSIGNEE from the exploitation of the DOWEL SYSTEM PATENTS (hereinafter referred to as "LICENSEE ROYALTY").

4. All LICENSEE ROYALTY payments will be made by ASSIGNEE to ASSIGNOR on a calendar quarterly basis and will be due thirty (30) days following the end of each calendar quarterly period.

5. ASSIGNEE agrees to keep true and accurate records and books of account of all monetary compensation received from third party licensees of the DOWEL SYSTEM PATENTS and will furnish ASSIGNOR a report setting forth all monetary compensation received from such licensees of the DOWEL SYSTEM PATENTS. The reports will be provided to ASSIGNOR together with the LICENSEE ROYALTY payment as defined in paragraph 3 above.

6. ASSIGNEE agrees to permit its books and records pertaining solely to the DOWEL SYSTEM PATENTS and in monetary compensation received by ASSIGNEE from the DOWEL SYSTEM PATENTS to be examined from time to time, but not more than once a year, to verify the LICENSEE ROYALTY payments made by ASSIGNEE to ASSIGNOR pursuant to this Agreement. Such examination shall be made at the expense of ASSIGNOR by an independent certified public accountant appointed by ASSIGNOR. If such verification reveals that ASSIGNEE has underpaid ASSIGNOR in any calendar year period by more than five-percent (5%) then ASSIGNEE shall pay any deficiencies and will reimburse ASSIGNOR for the cost of such verification.

7. ASSIGNOR represents and warrants that he is the co-inventor and co-owner of the DOWEL SYSTEM PATENTS and has not entered into any previous agreement with any other party which would prevent ASSIGNOR from entering into this Agreement or assigning all of ASSIGNOR's right, title and interest in the DOWEL SYSTEM PATENTS to ASSIGNEE.

8. This Agreement shall continue in full force and effect until the expiration of the last to expire of the DOWEL SYSTEM PATENTS.

9. This Agreement shall be construed, interpreted and applied according to the laws of the State of California. To this end, ASSIGNOR and ASSIGNEE agree that any litigation pertaining to a dispute arising out of the terms and conditions of this Agreement shall be brought solely in the Orange County Superior Court for the State of California.

10. ASSIGNOR expressly acknowledges that ASSIGNEE is the owner of numerous other United States letters patents directed toward various other concrete dowel systems, which patents and other concrete dowel systems can be and will be exclusively commercialized and/or licensed by ASSIGNEE throughout the term of this Agreement without any compensation to ASSIGNOR.

11. This Agreement contains the entire and only agreement between the parties respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in respect thereto. This Agreement may not be amended, supplemented, released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by the parties hereto.

12. ASSIGNOR and ASSIGNEE agree that if any sentence, paragraph, clause or combination of the same is adjudged to be in violation of any state or federal law, such sentence, paragraph, clause or combination of the same shall be inoperative, and the remainder of this Agreement shall remain binding upon the parties.

13. Any notice or payment required to be given hereunder shall be given in writing, and in the case of ASSIGNOR, shall be addressed to LEE A. SHAW at 2652 Circle Drive, Newport Beach, California 92663, and in the case of ASSIGNEE, shall be address to RONALD D. SHAW and SHAW & SONS, INC. at 829 W. 17<sup>th</sup> Street, Suite 5, Costa Mesa, California 92627, or to such other address or addresses as either party may from time to time designate as it's address by notice in writing to the other. All notices shall be effective when received.

14. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute a single instrument.

ASSIGNOR

Date: April 19, 2019

Lee A. Shaw  
Lee A. Shaw

ASSIGNEE

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald D. Shaw  
President of Shaw & Sons, Inc.



14. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute a single instrument.

ASSIGNOR

Date: \_\_\_\_\_

\_\_\_\_\_  
**Lee A. Shaw**

ASSIGNEE

Date: 4-8-19

\_\_\_\_\_  
**Ronald D. Shaw**  
President of Shaw & Sons, Inc.