505638873 08/26/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5685679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JOHN RIEDEL	06/05/2019
WAYNE WARD	06/05/2019
THOMAS R HARTWIG	06/05/2019
DANIEL J ALEXANDER	06/05/2019
COLE T BRODERSEN	06/05/2019
DALE R ROPP	06/04/2019
DEANE WICHELT	06/11/2019

RECEIVING PARTY DATA

Name:	SEARS MANUFACTURING CO.
Street Address:	1718 S. CONCORD STREET
City:	DAVENPORT
State/Country:	IOWA
Postal Code:	52808

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15946258

CORRESPONDENCE DATA

Fax Number: (563)324-1616

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: 5633243246

Email: usptomail@l-wlaw.com
Correspondent Name: KATHRYN E. COX

Address Line 1: 220 N. MAIN STREET, SUITE 600

Address Line 4: DAVENPORT, IOWA 52801

ATTORNEY DOCKET NUMBER:	3126-309
NAME OF SUBMITTER:	KATHRYN E. COX
SIGNATURE:	/Kathryn E. Cox/
DATE SIGNED:	08/26/2019

PATENT REEL: 050162 FRAME: 0047 This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 21

source=AlexanderDaniel-DeclarationAndAssignment#page1.tif source=AlexanderDaniel-DeclarationAndAssignment#page2.tif source=AlexanderDaniel-DeclarationAndAssignment#page3.tif source=BrodersenTom-DeclarationAndAssignment#page1.tif source=BrodersenTom-DeclarationAndAssignment#page2.tif source=BrodersenTom-DeclarationAndAssignment#page3.tif source=HartwigThomas-DeclarationAndAssignment#page1.tif source=HartwigThomas-DeclarationAndAssignment#page2.tif source=HartwigThomas-DeclarationAndAssignment#page3.tif source=RiedelJohn-DeclarationAndAssignment#page1.tif source=RiedelJohn-DeclarationAndAssignment#page2.tif source=RiedelJohn-DeclarationAndAssignment#page3.tif source=RoppDale-DeclarationAndAssignment#page1.tif source=RoppDale-DeclarationAndAssignment#page2.tif source=RoppDale-DeclarationAndAssignment#page3.tif source=WardWayne-DeclarationAndAssignment#page1.tif source=WardWayne-DeclarationAndAssignment#page2.tif source=WardWayne-DeclarationAndAssignment#page3.tif source=WicheltDeane-DeclarationAndAssignment#page1.tif source=WicheltDeane-DeclarationAndAssignment#page2.tif source=WicheltDeane-DeclarationAndAssignment#page3.tif

> PATENT REEL: 050162 FRAME: 0048

DECLARATION AND ASSIGNMENT - WORLDWIDE

As an undersigned inventor, I HEREBY DECLARE:

* * *

THAT I believe I am the original and one of the inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled

In-Cushion Seat Swivel

Attorney Docket No. 3126-309

which was filed in the United States Patent and Trademark Office on April 5, 2018, as U.S. Utility Application No. 15/946,258;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I made or authorized the application indicated above to be made; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") further has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Sears Manufacturing Co.

a corporation duly organized and existing under the laws of Iowa, and having its principal place of business at 1718 S. Concord, P. O. Box 3667, Davenport, Iowa 52808 (hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the above-identified application as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

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ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Lane & Waterman LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 5 day of May, 2019.

Daniel Joseph Alexander

Jamer Joseph Alexander 3414 Washington Street Davenport, IA 52806 Citizen of United States

On this ____ day of May, 2019, before me appeared Daniel Joseph Alexander, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(SEAL)

LINDA GUENTHER Notarial Seal – Iowa Commission Number 701308 My Commission Expires Jan 24, 2021 Notary Public

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Luci

Executed this <u>65</u> day of May, 2019.

By:

Cole Thomas Brodersen 6011 Jersey Ridge Road Davenport, IA 52807 Citizen of United States

On this 2 day of May, 2019, before me appeared Cole Thomas Brodersen, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

(SEAL)

LINDA GUENTHER Notarial Seal – Iowa Commission Number 701308 My Commission Expires Jan 24, 2021

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Executed this $\frac{5+4}{4}$ day of May, 2019.

By:

Thomas R. Hartwig

123 N. 2nd Street

Long Grove, IA 52756

Citizen of United States

On this __day of May, 2019, before me appeared Thomas R. Hartwig, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

(SEAL)

LINDA GUENTHER
Notarial Seal – Iowa
Commission Number 701308
My Commission Expires Jan 24, 2021

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John Riedel

310 FENCE LINE DR.

Davenport, IA 52806 BLUE GRASS, ZA

CT 777/

On this \(\sqrt{ay} \) day of May, 2019, before me appeared John Riedel, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Notary Public

(SEAL)

LINDA GUENTHER Notarial Seal - Iowa Commission Number 701308 My Commission Expires Jan 24, 2021

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Executed this 4th day of May, 2019.

By

Dale R. Ropp

12212 1200 East Street

Buda, IL 61314

Citizen of United States

June

On this <u>the</u> day of May, 2019, before me appeared Dale R. Ropp, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

R S

Notary Public

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Executed this _____ day of May, 2019.

By:

Wayne David Ward 1008 Meadows Circle Bettendorf, IA 52722

Citizen of United States Kingdom

On this day of May, 2019, before me appeared Wayne David Ward, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth

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THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I made or authorized the application indicated above to be made; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") further has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Sears Manufacturing Co.

a corporation duly organized and existing under the laws of Iowa, and having its principal place of business at 1718 S. Concord, P. O. Box 3667, Davenport, Iowa 52808 (hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to the above-identified application as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent

which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Lane & Waterman LLP do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this day of May, 2019.

1610 Zachary Avenue Blue Grass, IA 52726

1206 W. Cass Ave. RD Bay City, MI 48108

Citizen of United States

Notary Hublic

On this Hay, 2019, before me appeared Deane Wichelt, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

(SEAL)

KATHLEEN A SCOTT **NOTARY PUBLIC** STATE OF MICHIGAN . COUNTY OF SAGINARY My Counission Expines April 6, 2025