## 505653116 09/04/2019

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5699922

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name              | Execution Date |
|-------------------|----------------|
| PETER J. FERNHOLZ | 05/15/2014     |
| ANTHONY ERICKSON  | 05/19/2014     |
| RODNEY H. BANKS   | 05/20/2014     |

### **RECEIVING PARTY DATA**

| Name:                                 | ECOLAB USA INC. |  |
|---------------------------------------|-----------------|--|
| Street Address: 370 N. WABASHA STREET |                 |  |
| City: SAINT PAUL                      |                 |  |
| State/Country: MINNESOTA              |                 |  |
| Postal Code: 55102                    |                 |  |

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

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 16431376 |  |

### **CORRESPONDENCE DATA**

**Fax Number:** (612)492-7077

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:** 612-492-7000

Email: ip@fredlaw.com

Correspondent Name: PAUL J. LAVANWAY, JR.
Address Line 1: 200 SOUTH SIXTH STREET

Address Line 2: SUITE 4000

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

| ATTORNEY DOCKET NUMBER: | 29805.162.8             |  |
|-------------------------|-------------------------|--|
| NAME OF SUBMITTER:      | PAUL J. LAVANWAY, JR.   |  |
| SIGNATURE:              | /Paul J. LaVanway, Jr./ |  |
| DATE SIGNED:            | 09/03/2019              |  |

### **Total Attachments: 5**

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PATENT 505653116 REEL: 050257 FRAME: 0816

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PATENT REEL: 050257 FRAME: 0817

## ASSIGNMENT

Whereas, Peter J. Fernholz, residing at 10904 Territorial Drive, Burnsville, MN 55337; Anthony Erickson, residing at 340 Brunswick Avenue South, Golden Valley, MN 55416; and Rodney H. Banks, residing at 1504 Greenlake Drive, Aurora, IL 60502 (collectively "Assignors"), have made invention(s) for which United States and foreign patents and patent applications have been or will be filed and are identified on the attached Schedule 1; and

Whereas, Ecolab USA Inc., a Delaware corporation having a place of business at 370 N. Wabasha Street, St. Paul, MN 55102-1390 ("Assignee"), desires to acquire the entire right, title and interest in and to the United States and foreign patents and patent applications identified on the attached Schedule 1 and in and to the inventions described and claimed therein (the "Patents");

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns the following:

- (1) The entire right, title and interest to the Patents including the inventions described or claimed therein, and to each U.S. and foreign patent application and patent from which the Patents claim priority to, in whole or in part, and to which the Patents claim priority; and
- (2) The entire right, title and interest to any United States or foreign patents that may issue with respect to the inventions described or claimed in the Patents;
- (3) The entire right, title and interest to any renewals, reissues, extensions, substitutions, continuations, continuations-in-part, or divisions of the Patents, and all foreign applications based thereon;
- (4) The right to apply for patents in foreign countries in its own name and to claim any priority rights to which such foreign applications are entitled under international conventions, treaties or otherwise; and
- (5) The right to enforce patent rights to such Patents as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor further agrees for himself and for his successors and assigns to execute and deliver without further consideration any further applications, assignments or other documents and to perform such other lawful acts as Assignee, its successors and assigns

PATENT REEL: 050257 FRAME: 0818 may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

We hereby authorize attorneys associated with Customer No. 22859, of Fredrikson & Byron, P.A., of 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota, 55402-1425, to insert the application numbers, filing dates, and other identifying information on Schedule 1 when known.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. The signatures from each counterpart may be combined with a copy of the Agreement to constitute the entire Agreement.

| 1, -  |                   |
|---|-------------------|
| Date: 5/15/2014   | Seter J. FERNHOLZ |
| Subscribed to and sworn to before me this 15 day of May, 2014.                                  |                   |
| Corni M. Solf<br>Notary Public  |                   |
| CONNIE MARIE SCHEFF Notary Public Bealstate of Minnesota My Commission Expires January 31, 2018 |                   |
|   |                   |
| Date:   | Anthony ERICKSON  |
| Subscribed to and sworn to before me this day of, 2014.   |                   |
| Notary Public   |                   |
| Notary Seal   |                   |

may deem necessary to fully secure, maintain and enforce its rights, title or interest as outlined herein.

Assignor hereby authorizes and requests the Commissioner of Patents to issue to Assignee any patents that may be granted in accordance with this Assignment.

We hereby authorize attorneys associated with Customer No. 22859, of Fredrikson & Byron, P.A., of 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota, 55402-1425, to insert the application numbers, filing dates, and other identifying information on Schedule 1 when known.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. The signatures from each counterpart may be combined with a copy of the Agreement to constitute the entire Agreement.

| Date;  | Peter J. FERNHOLZ |
|--|-------------------|
| Subscribed to and sworn to before me this day of, 2014.        |                   |
| Notary Public  Notary Seal                                     |                   |
| Date: 5/19/2014  | Aprthony ERICKSON |
| Subscribed to and sworn to before me this 19 day of May, 2014. |                   |
| CMin M. MM<br>Notary Public                                    |                   |

Notary Seal

CONNIE MARIE SCHEFF
Notary Public
State of Minnesota
My Commission Expires
Jahuary 31, 2018

| Date: 5-20-14  |
|--|
| Subscribed to and sworn to before me this <u>Jo</u> day of <u>May</u> , 2014.                        |
| Ciponamka V Barnara<br>Notary Public   |
| Notary Seal  |
| OFFICIAL SEAL ESPERANZA V BARRAZA Notary Public - State of Ulinois My Commission Expires May 2, 2015 |

Attorney Docket No. 29805.162.1

Rodney H. BANKS

## **SCHEDULE 1**

# **US Patent Applications**

| Patent     | Date Filed | Title                         | Attorney Docket No. |
|------------|------------|-------------------------------|---------------------|
| App. No.   |            |                               |                     |
| 14/283,785 | 05/21/2014 | PRODUCT YIELD LOSS MANAGEMENT | 29805.162.1         |
| 16/431,376 | 06/04/2019 | PRODUCT YIELD LOSS MANAGEMENT | 29805.162.8         |
|            |            |                               |                     |
|            |            |                               |                     |

# **US Patents**

| Patent No. | Date Issued | Title |
|------------|-------------|-------|
|            |             |       |
|            |             |       |
|            |             |       |
|            |             |       |

# Foreign and International Patent Applications

| Country | Patent App. No.   | Date Filed | Title                            | Attorney Docket No. |
|---------|-------------------|------------|----------------------------------|---------------------|
| WO      | PCT/US2015/031597 | 05/19/2015 | PRODUCT YIELD LOSS<br>MANAGEMENT | 29805.162.2         |
|         |                   |            |                                  |                     |
|         |                   |            |                                  |                     |
|         |                   |            |                                  |                     |

## Foreign Patents

| Country | Patent No. | Date of Issue | Title |
|---------|------------|---------------|-------|
|         |            |               |       |
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|         |            |               |       |

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