505777602 11/18/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
MICHAEL J. PIETRINI	09/24/2019
CRAIG A. WHALEY	09/24/2019
MATTHEW A. MACHESKY	09/19/2019

RECEIVING PARTY DATA

Name:	AMERICAN RX GROUP, LLC
Street Address:	6321 BURY DRIVE SUITE 19
City:	EDEN PRAIRIE
State/Country:	MINNESOTA
Postal Code:	55346

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16556949

CORRESPONDENCE DATA

Fax Number: (320)363-8443

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: 320-363-7296

Email: al watkins@quilldisc.com ALBERT W. WATKINS **Correspondent Name:** Address Line 1: 30844 NE 1ST AVENUE

Address Line 4: SAINT JOSEPH, MINNESOTA 56374

ATTORNEY DOCKET NUMBER:	PIELINERPA
NAME OF SUBMITTER:	ALBERT W. WATKINS
SIGNATURE:	/Albert W. Watkins, reg. no. 31,676/
DATE SIGNED:	11/18/2019

Total Attachments: 3

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ASSIGNMENT

Docket #: PieLinerPA

WHEREAS, we, Michael J. Pietrini, Craig A. Whaley, and Matthew A. Machesky residing in Maple Grove, Minnesota; Otsego, Minnesota; and Saint Cloud, Minnesota, respectively, the undersigned hereunder (collectively the "Assignors"), have made a certain new and useful invention entitled "Take-Back Liner and Take-Back Kit Therefrom" (the "Invention") for which we have made application for Letters Patent of the United States on August 30, 2019 and identified as serial # 16/556,949 (collectively the "Application");

WHEREAS, American RX Group, LLC, a corporation duly organized under the laws of the State of Minnesota, and doing business at the City of Eden Prairie, Minnesota (the "Assignee"), is desirous of acquiring the full and exclusive right, title, and interest which the Assignors have or may have in and to the Invention and the Application, including but not limited to any and all continuations and divisions of the Application, and any Letters Patent of the United States and of foreign countries that may be granted for the Invention, and any renewal, any reissue, and any extension of any such Letters Patent, any and all rights in applications for Letters Patent that have been or may be filed for the Invention in any foreign country and all Letters Patent that may be granted on the Invention in any foreign country, and all extensions, renews and reissues thereof as well as any and all additional rights that may be acquired whatsoever in such Application and Invention;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States, to us in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable considerations, the receipt and sufficiency of which the parties acknowledge, the Assignors hereby sell, assign, transfer, set, convey, grant, and relinquish exclusively to the Assignee, free and clear of any and all pledges, liens, security interests, or any other encumbrance of any kind whatsoever, all the right, title, and interest in and to the Invention and the Application, as well as such rights in any and all continuations, divisions, in whole or in part, renewals, reissues, extensions, or substitute applications, and including, not limited to, any Letters Patent of the United States and of foreign countries that may be granted for the Invention for the entire term of such Letters Patent, including all rights under the International Convention and Treaties, and any renewal, any reissue, and any extension of any such Letters Patent; the same to be held and enjoyed by the Assignee, its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made; including the right to enforce patent rights together with all claims by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for the Assignee's own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, and the Assignors hereby represent, covenant and warrant that the Assignors have the full right and authority to convey the entire interest herein assigned, and that the Assignors have not executed and will not execute any instrument purporting to convey, option, mortgage, lease, license, or otherwise transfer or encumber all or any part of the entire right, title, and interest to anyone other than the Assignee, its successors, legal representatives, and assigns.

The Assignors authorize and request the Commissioner of Patents of the United States to issue any Letters Patent which may be granted upon the aforesaid Application or applications to the Assignee. The Assignors further authorize the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent,

in its own name, if desired, in the United States and any and all foreign countries, and to claim any priority rights to which such applications are entitled under international conventions, treaties or otherwise, and/or otherwise take advantage of the provisions of the International Convention and Treaties.

And, for the above recited considerations, the Assignors hereby covenant and agree that the Assignors or our executors or administrators will, at the request of the Assignee, its successors, legal representatives, and assigns and on their behalf, execute any and all renewal, continuation, and divisional applications, both United States and foreign, for Letters Patent for the Invention; and any and all applications for the renewal, the reissue, and the extension of any Letters Patent, both United States and foreign, that may be granted for the Invention, and do any and all other and further acts to obtain any such Letters Patent, and any renewal, any reissue, and any extension of the same, and in enforcing any rights occurring as a result of such applications or patents by giving testimony in any proceedings or transactions involving such applications or patents that the Assignee, its successors, legal representatives and assigns may deem necessary or expedient, without further compensation but at the expense of and on behalf of the Assignee, its successors, legal representatives and assigns. The Assignors will also take any and all necessary actions and execute any and all additional documents the Assignee deems necessary to perfect its right, title and interest in and to the Invention and Application.

IN WITNESS WHEREOF we have hereunto set our hands and seals.
Date:
Date: 9/24/2017, 2019
atthew A. Machesky
TATE OF MINNESOTA) SS
OUNTY OF Herupu) On this 24 day of Suptuber, 2019, before me personally appeared Michael J.
ietrini, to me known to be the person described in and who executed the foregoing instrument, and acknowledged at he executed the same as his free act and deed
GIVEN under my hand and Notarial Seal this 2 Hday of Suprember 2019.
PATRICIA A. ELMAN NOTARY PUBLIC MINNESOTA Notary Public

Assignment, PieLinerPA
(NOTARIAL SEAL)
STATE OF MINNESOTA) SSS
COUNTY OF Henry)
On this 24 Th day of Suptember, 2019, before me personally appeared Craig A. Whaley,
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed. GIVEN under my hand and Notarial Seal this 24th day of 50th ber, 2019.
Patricia Eugn
PATRICIA A. ELMAN NOTARY PUBLIC MINNESOTA My Commission Expires Jan. 31, 2021
(NOTARIAL SEAL)
STATE OF MINNESOTA)
) SS
COUNTY OF Steams)
On this 19th day of Stotember, 2019, before me personally appeared Matthew A.
Machesky, to me known to be the person described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed
GIVEN under my hand and Notarial Seal this (9th) day of September, 2019.
GIVEN under my hand and Notarial Seal this (9th day of September, 2019. BRENDA M. STANGER Deputy Auditor, Stearns County, MN Notarial Officer (ex-officie notary public) My term is indeterminate Notary Public
(NOTARIAL SEAL)

RECORDED: 11/18/2019