# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
STEPHEN B. GABRIELSON	04/12/2019
SREELATHA NANDIVADA	12/05/2019
DAVID A. GOLDEN	12/04/2019

## **RECEIVING PARTY DATA**

Name:	ASC PROFILES LLC
Street Address:	222 W. KALAMA RIVER ROAD
City:	KALAMA
State/Country:	WASHINGTON
Postal Code:	98625

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	16689922

## CORRESPONDENCE DATA

Fax Number: (206)623-7022

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: 206-623-7580

Email: sepatents@klgates.com

**K&L GATES LLP Correspondent Name:** Address Line 1: 925 4TH AVE. Address Line 2: STE 2900

Address Line 4: SEATTLE, WASHINGTON 98104-1158

ATTORNEY DOCKET NUMBER:	7392263.00011
NAME OF SUBMITTER:	HUGH H. MATSUBAYASHI
SIGNATURE:	/Hugh H. Matsubayashi/
DATE SIGNED:	12/17/2019

#### **Total Attachments: 5**

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# INTELLECTUAL PROPERTY AGREEMENT

Capitalized words have the meaning ascribed to them in the Definitions section below.

I agree that all Employee-Developed Intellectual Property is the sole and exclusive property of BlueScope, Steelscape, LLC or ASC Profiles LLC (collectively, the "Company"). The Company may, upon termination of my employment with the Company and upon my employment with a new employer, notify my new employer about my rights and obligations under this Agreement.

The Company acknowledges that it will not have rights in my inventions for which no Company resources, equipment, supplies, facilities, or trade secret information were used and which were developed entirely on my own time outside normal working hours and without any use of Company resources, facilities or equipment, unless (a) the invention relates to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work I performed for the Company. I understand that I have to prove that my inventions, creations and works are not the property of the Company.

By signing this Agreement, I acknowledge and agree:

- a.) that all Employee-Developed intellectual Property qualifies as a "work made for hire," under the Copyright Act, and I assign all my rights, title and interest in and to any Employee-Developed Intellectual Property to Company. I agree, at any time either during or after my employment, to disclose to the Company without delay any and all Employee-Developed Intellectual Property and to take all actions and execute all documents and instruments to give effect to this Agreement. In addition, I also appoint each of the Company and its officers as my agent and attorney-in-fact to act for and on my behalf to take such actions and execute such documents and instruments;
- b.) that all Confidential Information is the property of the Company, its suppliers or customers, as the case may be, and I will not disclose or use the same other than in furtherance of the business interests of the Company; and
- upon termination of my employment, including upon my retirement, to deliver all materials, including
  personal notes and reproductions, relating to Confidential Information in my possession or control.

#### **ACKNOWLEDGEMENT**

I agree that the remedy at law available to Company for breach of any of my obligations under this section of the Agreement would be inadequate and, as a non-exclusive remedy, injunctive relief may be granted to enforce any provision contained in this section of the Agreement without the necessity of proof of actual damage.

#### Definitions

"Agreement" means this Intellectual Property and Confidentiality Agreement.

"BlueScope" means, collectively, BSL, any of BSL's subsidiary companies, or any successor company to BSL or any of BSL's subsidiaries, including but not limited to Steelscape, LLC and ASC Profiles LLC.

Revision 0	Page t of 2	NA-LEG-P-82-01
Issued October 2017		Revision Date April 2018

Controlled Document on day of print only 4/12/2019

"BSL" means BlueScope Steel Limited.

"Confidential Information" means unpublished patentable or un-patentable items of business, technical or non-technical information, such as, but not limited to, business documents, methods, processes, designs, formulae, apparatus, tools, machinery, equipment, goods, materials, products, projects, compositions, costs, financial data, marketing plans, customer and supplier lists or business projections, regardless of the media upon which such information is stored, whether communicated orally or in writing, saleable or usable by the Company, its suppliers or customers in their businesses, constitute valuable trade secrets or confidential information.

"Employee-Developed Intellectual Property" means all ideas, improvements, discoveries and inventions developed or conceived by me and all original creations, drawings and writings prepared by me, if developed or conceived during the period of my employment by the Company or within one (1) year following termination of my employment with the Company, whether by me alone or with others, arising from or in connection with work done at the Company's request, or relating to the Company's business, or relating to Company's actual or demonstrably anticipated research.

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Employee Signature:

Dale: <u>4/12/</u>

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Revision 0

Page 2 of 2

NA-LEG-P-02-01

Issued October 2017

Revision Date April 2018

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#### ASSIGNMENT

WHEREAS, We, Stephen B. Gabrielson, Sreelatha Nandivada and David A. Golden, have invented certain new and useful inventions disclosed in U.S. Application No. 16/689,922, entitled "PNEUMATIC TOOL", filed November 20, 2019 for United States Letters Patent;

WHEREAS, ASC Profiles LLC, a company organized and existing under the laws of <u>Washington</u> and having a place of business at <u>222 W Kalama River Road, Kalama Washington</u>, the ASSIGNEE herein, desires to acquire the entire right to, title to, and interest in said inventions, applications, and Letters Patent to be granted and issued thereon;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned, transferred and set over, and do hereby sell, assign, transfer, and set over to ASSIGNEE the entire right to, title to, and interest in said inventions, and said application and all applications claiming priority thereto including all utility filings and all divisions, continuations, and continuations-inpart thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations, and extensions thereof, and all priority rights under all available International Agreements, Treaties, and Conventions for the protection of intellectual property in its various forms in every participating country, all national and regional applications deriving therefrom, and all subsequent patents and divisional patents, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for improvements in any foreign countries, and all patents (including all continuations, continuations-in-part, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said inventions in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assianment:

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

AND WE HEREBY further covenant and agree that we will communicate to ASSIGNEE any facts known to us respecting said inventions, testify in any legal proceeding, sign all lawful papers, execute all documents for subsequent patent filings, make all rightful caths, and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for said improvements in all countries.

The undersigned hereby grant to the firm of K&L Gates LLP, 925 Fourth Avenue, Suite 2900, Seattle, WA 98104, the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

1 of 2

	NAME AND SIGNATURE OF	ASSIGNOR
Name Stephen B. Gabrielson	Signature	Date
	NAME AND SIGNATURE OF	ASSIGNOR
Name Sreelatha Nandivada	Signature ( )	Date /65/2019
	V.	
	NAME AND SIGNATURE OF	ASSIGNOR
Name David A. Golden	Signature	Date

AND SIGNATURE OF ASSIGNOR	
Signature:	Date:
AND SIGNATURE OF ASSIGNOR	
Signature:	Date:
AND SIGNATURE OF ASSIGNOR	
Signature//	Date: /
Havel A Calle	12/04/19
	Maria de Para de Caracteria de
	Signature:  AND SIGNATURE OF ASSIGNOR  Signature:  AND SIGNATURE OF ASSIGNOR

2 of 2

PATENT REEL: 051305 FRAME: 0115