

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5925846

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JAMES DANIEL KALINICH	01/23/2020
TODD A. KESKE	01/22/2020
CHRISTOPHER PRICE MILLER	01/22/2020
KYLE EVAN MYERS	01/22/2020
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Property Type	Number
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DATE SIGNED:	01/23/2020
Total Attachments: 6	
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COMBINED DECLARATION AND ASSIGNMENT

WHEREAS, we, **James Daniel Kalinich, Todd A. Keske, Christopher Price Miller and Kyle Evan Myers** have invented subject matter described in an application for Letters Patent of the United States entitled **METAL FOAM DISPENSER AND METHOD OF USE FOR POLYURETHANE FOAM DISPENSING** (hereinafter "INVENTION"), the specification of which:

is being executed on even date herewith; and is about to be filed in the United States Patent Office;

was filed on **October 23, 2019**, as Application No. 16/661,366;

WHEREAS, **FOAM SUPPLIES, INC.** (hereinafter "ASSIGNEE"), having principal offices at Earth City, MO, desires to acquire an interest therein in accordance with agreements duly entered into with ASSIGNOR;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, WE have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, my entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to said INVENTION as described in said application, together with my entire right, title and interest in and to said application and foreign counterpart applications and such Letters Patent issued or issuing in whole or in part thereon, as well as any reissue and continuing applications and foreign counterpart applications thereof as well as any Letters Patent issued or issuing in whole or part thereon, and including the right to claim priority under any applicable statute, treaty or convention based on said application; said INVENTION, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by me had this assignment not been made; WE hereby convey all rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent, all choses in action pertaining to the applications or Letters Patent including the right to sue for and collect damages and other recoveries for past infringement thereof, all rights to initiate proceedings before government and administrative bodies, and all files, records and other materials arising from the prosecution, exploitation, or defense of rights and registrations pertaining to the applications or Letters Patent. WE hereby acknowledge that this assignment, being of my entire right, title and interest in and to said invention, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all such Letters Patent to ASSIGNEE for its own name as assignee of the entire right, title and interest therein;

AND, WE hereby further agree for myself and my executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns and legal representatives, but at its or their expense and charges, including the execution of applications for patents in foreign countries, and the execution of substitution, reissue, divisional or continuation applications and preliminary or other statements and the giving of testimony in any interference or other proceeding in which said invention or any application or patent directed thereto may be involved;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications to said ASSIGNEE, its successors, assigns, and legal representatives.

FURTHERMORE, as a below named inventor, WE each hereby declare, with the acknowledgement that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both, that:

- The above-identified application was made or authorized to be made by me;
- We believe that we are the original inventor or an original joint inventor of a claimed invention in the application;
- We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above;
- We acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application;

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