#### 505916375 02/13/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5963092

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FASTECHNOLOGY GROUP, LLC	10/09/2018

### **RECEIVING PARTY DATA**

Name:	JOSEPH A. HATTRUP TRUST DATED JULY 16, 1996, AS AMENDED	
Street Address:	1416 TREE FARM DRIVE	
City:	PLANO	
State/Country:	TEXAS	
Postal Code:	75093	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15252469
Application Number:	15692878

#### CORRESPONDENCE DATA

Fax Number: (314)863-9388

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.

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Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	FAS 2163.USC1/US6	
NAME OF SUBMITTER:	JODI A. GALLOP	
SIGNATURE:	/Jodi A. Gallop/	
DATE SIGNED:	02/13/2020	

**Total Attachments: 2** 

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> PATENT **REEL: 051815 FRAME: 0495** 505916375

## Patent Assignment Agreement

This Patent Assignment Agreement ("Patent Assignment"), dated as of October 9, 2018, is made by FASTechnology Group, LLC, an Illinois limited liability company ("Company"), in favor of Joseph A. Hattrup, trustee of the Joseph A. Hattrup Trust dated July 16, 1996, as amended (the "Hattrup Trust"), pursuant to a Retirement Agreement between the Hattrup Trust, Joseph A. Hattrup, and Company of even date herewith (the "Retirement Agreement").

WHEREAS, under the terms of the Retirement Agreement, Company has conveyed, transferred, and assigned to the Hattrup Trust, among other assets, certain intellectual property of Company, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

## NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment.</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby irrevocably conveys, transfers, and assigns to the Hattrup Trust, and the Hattrup Trust hereby accepts, all of Company's right, title, and interest in and to the following (the "**Assigned Patents**"):
  - (a) U.S. Patent Number 9436770B2 issued on September 6, 2016 and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;
  - (b) All rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Company hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by the Hattrup Trust. Following the date hereof, upon the Hattrup Trust's reasonable request, Company shall take such steps and actions, and provide such cooperation and assistance to the Hattrup Trust and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to the Hattrup Trust, or any assignee or successor thereto.
- 3. <u>Terms of the Retirement Agreement</u>. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Retirement Agreement, to which

PATENT REEL: 0**57875** FRAME: 0**39**6 reference is made for a further statement of the rights and obligations of Company and the Hattrup Trust with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Retirement Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Retirement Agreement and the terms hereof, the terms of the Retirement Agreement shall govern.

- 4. <u>Counterparts.</u> This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

IN WITNESS WHEREOF, Company has duly executed and delivered this Patent Assignment as of the date first above written.

FASTechnology Group, LLC

Name: Joseph A. Hattrup

Title: Manager and President

AGREED TO AND ACCEPTED:

Joseph A. Hattrup Trust dated July 16,

1996, as amended

Joseph A./Hattrup, Trustee

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