

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5965073

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/27/2018

**CONVEYING PARTY DATA**

Name	Execution Date
RICHARD H. GOREN	12/05/2019

**RECEIVING PARTY DATA**

<b>Name:</b>	TECHNOLOGY INTERIORS, LLC
<b>Street Address:</b>	8977 E 116TH ST
<b>City:</b>	FISHERS
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46038

**PROPERTY NUMBERS Total: 1**

Property Type	Number
<b>Application Number:</b>	16213411

**CORRESPONDENCE DATA****Fax Number:** (317)637-7561*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:** (317)634-3456**Email:** cps@uspatent.com**Correspondent Name:** CHARLES P. SCHMAL**Address Line 1:** WOODARD, EMHARDT, HENRY, REEVES & WAGNER, LLP**Address Line 2:** 111 MONUMENT CIRCLE, SUITE 3700**Address Line 4:** INDIANAPOLIS, INDIANA 46204

<b>ATTORNEY DOCKET NUMBER:</b>	054077-000003
<b>NAME OF SUBMITTER:</b>	CHARLES P. SCHMAL
<b>SIGNATURE:</b>	/Charles P. Schmal #45,082/
<b>DATE SIGNED:</b>	02/14/2020

**Total Attachments: 5**

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ASSIGNMENT SUPPLEMENT  
CORRECTION OF INADVERTENT ERROR

Richard H. Goren, hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, executes this Assignment supplement in order to clarify and correct an inadvertent error in the three page assignment, executed on December 27, 2018, effective as of December 27, 2018, identified with attorney docket no. 054077-000003 and recorded at the United States Patent and Trademark Office at Reel 048001 and Frame 0001, the assignment assigning items of intellectual property in

AUTOMATIC HANDHELD SHOVEL WITH AUGER

which includes subject matter protectable under various forms of intellectual property, for example, inventions, patents, copyrights, and/or trade secrets, to **Technology Interiors, LLC**, hereinafter referred to as the "Assignee," the assigned items of intellectual property being described, at least in part, in

United States or PCT International Patent Application No. 16/213,411,  
filed on December 7, 2018

The aforementioned assignment is hereinafter referred to as the "Underlying Agreement" and is attached hereto as Exhibit A.

In the Underlying Agreement, the printed Assignor and Assignee Signature names were incorrectly referred to as Rick Goren. The parties hereby affirm that this was an inadvertent error that occurred without deceptive intent. Richard H. Goren was and is the correct name of the Assignor and Assignee. All references to Rick Goren in the Underlying Agreement should be interpreted as references to Richard H. Goren.

The Assignor hereby acknowledges that good, valuable, and sufficient consideration was received for the Underlying Agreement. The Assignor further acknowledges the Assignor's intent, now, and at the time of executing the Underlying Agreement, to grant, assign, sell, and transfer unto, and the Assignor does hereby grant, assign, sell, and transfer unto the Assignee, all of the Assignor's entire worldwide right, title, and interest, including the beneficial interest, together with all rights of priority in, to, and under, the items of intellectual property identified in the Underlying Agreement, including future developments in the intellectual property, and any and all applications or patents based on or arising from the items of intellectual property identified in the Underlying Agreement, including the right to file any and all applications based on or arising from the items of intellectual property identified in the Underlying Agreement, in all countries, United States and foreign, and under any applicable treaty or convention, including provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if the Underlying Agreement had not been made.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with the Underlying Agreement. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance and/or other agreement affecting any portion, in whole or in part, of the right, title, interest, and priority in, to, and under the inventions identified in the Underlying Agreement, and any and all applications or patents based on or arising from the inventions identified in the Underlying Agreement, including rights of action for infringement, in all countries, United States and foreign, including provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, has been made to any party other than the Assignee by the Assignor, or by any portion of the Assignor, and that the full right and authority to convey the same as expressed in the Underlying Agreement was possessed by the Assignor at the time of executing the Underlying Agreement.

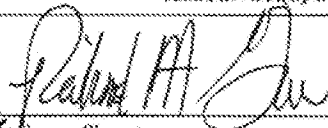


This Supplement is made for purposes of clarification and is intended to have no effect on the Underlying Agreement. The Underlying Agreement remains in full force and effect. If any provision of this Supplement shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or

ASSIGNMENT SUPPLEMENT  
CORRECTION OF INADVERTENT ERROR

enforceability of the remaining portions of this Supplement, which remaining portions and terms shall continue in full force and effect as if this Supplement had been executed with the invalid portion eliminated.

This Assignment supplement is hereby made effective *nunc pro tunc* as of December 27, 2018.

Exhibit A. Underlying Agreement

ASSIGNOR(S) SIGNATURE(S)	
Richard H. Goren 10130 Brooks School Road Fishers, IN 46038 United States	
	12/5/2019
Assignor Signature	Assignor Date
SUBSCRIBED and SWORN to before me by Richard H. Goren	
this 5 day of December, 2019 in the county of Hamilton	
in the State of Indiana	
	Shane Sparks
Notary Public (Signature)	(Printed Name)
Resident of Hamilton County	My Commission Expires 10/20/2021

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the Intellectual Property and Related Rights.

  
Signature (Assignee)

Printed Name: Richard H. Goren

Title: CEO

Company: Technology Interiors, LLC

Date: 2<sup>nd</sup> day of December, 2019

ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Technology Interiors, LLC, a corporation of Indiana having a principal place of business at 8977 E. 111th St, Fishers, IN 46038 United States as well as its successors and/or assigns.
- 1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 16/213,411 which was filed on December 7, 2018, with the title of **AUTOMATIC HANDHELD SHOVEL WITH AUGER**.
- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the **PATENT APPLICATION** and/or any invention disclosure material associated with the **PATENT APPLICATION**.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the **INVENTION**, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
  - b. claiming directly or indirectly priority to and/or from the **PATENT APPLICATION**, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
  - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post-grant, and/or other patent related proceedings either directly or indirectly related to the **INVENTION** and/or the **PATENT APPLICATION**, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the **INVENTION**, **PATENT APPLICATION**, and/or **RELATED PATENT CASES**.
- 1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 **EFFECTIVE DATE** means the earlier of the conception date of the **INVENTION**, the filing date of the **PATENT APPLICATION**, the filing date of the **RELATED PATENT CASES**, and/or the date of this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Consideration.** The **ASSIGNOR** hereby acknowledges receipt of good, valuable, and sufficient consideration from the **ASSIGNEE** for this assignment.
- 2.2 **Intellectual Property.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all rights, title, and interest in and/or to the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES**, and **RELATED INTELLECTUAL PROPERTY**.
- 2.3 **Future Improvements.** The **ASSIGNOR** hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the **ASSIGNEE** all right, title, and interest in future improvements in and/or to the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES**, and **RELATED INTELLECTUAL PROPERTY**.
- 2.4 **Right to Claim Priority.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all right, title, and interest to claim priority to and/or from the **PATENT APPLICATION** and the **RELATED PATENT CASES**.
- 2.5 **Infringement and Misappropriation.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all past, present and future causes of action for infringement and/or misappropriation of the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES** and/or **RELATED INTELLECTUAL PROPERTY**, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the **EFFECTIVE DATE**.
- 2.6 **Remedies.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.
- 2.7 **Scope.** All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the **GEOGRAPHIC SCOPE** such that no right, title, and interest remain with the **ASSIGNOR**.

2.8 **Confirmation.** The ASSIGNOR hereby agrees this assignment serves as a confirmation of any previous assignment of the INVENTION, PATENT APPLICATION, RELATED PATENT CASES, and/or RELATED INTELLECTUAL PROPERTY from the ASSIGNOR to the ASSIGNEE, and this assignment is not contrary to any such previous assignment.

### 3. FUTURE PERFORMANCE

3.1 **Communicate Information.** The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 **Sign Documents.** The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE deems to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 **Legal Proceedings.** The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 **Generally Protect Assignee's Rights.** The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 **No Additional Consideration Required.** The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

### 4. ATTORNEY-CLIENT PRIVILEGE

4.1 **Assignment of Attorney-Client Privilege.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 **Partial Waiver of Attorney-Client Privilege.** The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney-client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 **Partial Waiver of Attorney-Client Privilege.** The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

### 5. COVENANTS AND WARRANTIES

5.1 **Authority to Convey.** The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 **No Conflicts.** The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

### 6. MISCELLANEOUS

6.1 **Insert Application Number and Filing Date.** If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 **Issue Patent to Assignee.** The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.


6.3 **Severability.** If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

6.4 **Choice of Law.** This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment in connection with any dispute arising under the assignment.

6.5 **Counterparts.** This assignment may be executed in two or more counterparts, each of which is deemed to be an original, but all of which constitute the same assignment. Electronic copies of signatures to this assignment shall be binding originals.

6.6 **Effective Date.** This assignment is hereby made effective as of the EFFECTIVE DATE.

Exhibit A - Underlying Agreement

ASSIGNOR(S) SIGNATURE(S)	
Rick Goren 18138 Brooks School Road Fishers, IN 46037 United States	<i>Rick Goren</i> 12/27/18
Assignor Signature	Assignor Date
	SUBSCRIBED and SWORN to before me by Rick Goren
	On the 27th day of December, 2018, in the county of Hamilton
	in the State of Indiana
	<i>Steven S. Moody</i> Steven S. Moody Notary Public Notary Public Hamilton County, Indiana Hamilton County, Indiana My Commission Expires 9/28/2020

Assignee:

Assignee hereby accepts the sale, transfer, and assignments of the TRANSMITTED RIGHTS

*Rick Goren*  
Assignee Signature

Printed Name: Rick Goren

Title: CEO

Company: Technology Interiors, LLC

Date: 12/27/18 day of December 2018  
27<sup>th</sup>