

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6046198

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH L. BALAY	04/02/2020
CHRISTOPHER J. REBARCHAK	04/02/2020
THOMAS BALAY	04/02/2020
RECEIVING PARTY DATA	
Name:	CLOPAY CORPORATION
Street Address:	8585 DUKE BLVD
City:	MASON
State/Country:	OHIO
Postal Code:	45040
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16839577
CORRESPONDENCE DATA	
Fax Number:	
<i>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.</i>	
Phone:	7325422280
Email:	dlane@trbkclaw.com
Correspondent Name:	TONG, REA, BENTLEY & KIM, LLC
Address Line 1:	12 CHRISTOPHER WAY
Address Line 2:	SUITE 105
Address Line 4:	EATONTOWN, NEW JERSEY 07724
ATTORNEY DOCKET NUMBER:	CLOP/005
NAME OF SUBMITTER:	DIANE V. LANE
SIGNATURE:	/Diane V. Lane/
DATE SIGNED:	04/03/2020
Total Attachments: 6	
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PATENT

REEL: 052307 FRAME: 0072

ASSIGNMENT

This assignment is made by and between ASSIGNOR, identified below, and **Clopay Corporation** a company having its principal place of business at **8585 Duke Blvd, Mason, Ohio 45040**, (referred to hereinafter as "ASSIGNEE").

WHEREAS, ASSIGNOR has invented certain subject matter, including one or more inventions, disclosed in an application for Letters Patent of the United States of America, entitled:

"UNIVERSAL ENDLOCK"

and filed on April 3, 2020 and accorded U.S. Application No. 16/839,577 (the "APPLICATION"), which APPLICATION and inventions described in the APPLICATION, together with related experimental data, trade secret, and other know-how is referred to hereinafter as the INVENTION;

WHEREAS, ASSIGNOR has assigned, and are under an obligation to assign, the INVENTION to ASSIGNEE;

WHEREAS, ASSIGNEE, is desirous of confirming the entire right, title and interest in, to and under said INVENTION, and in, to and under Letters Patent or similar legal protection to be, or having been, obtained therefor in the United States of America, its territorial possessions and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS have assigned and hereby assign, transfer and set over unto the ASSIGNEE, its successors and assigns ASSIGNORS' entire right, title and interest in and to the INVENTION, and to all Letters Patent or similar legal protection arising therefrom, not only in the United States and its territorial possessions, but in all countries foreign thereto to be obtained for said INVENTION by said APPLICATION or any non-provisional application that claims priority or benefit to or from the APPLICATION, including, without limitation, any regular utility application, continuation, continuation-in-part, divisional, renewal, substitute, reissue or reexamination thereof or any legal equivalent of the foregoing in a foreign country, including any PCT application, application for industrial property protection, utility model, inventor certificate or designs (the foregoing domestic and foreign applications and patents collectively referred to herein as the "INVENTION FAMILY"), for the full term or terms for which the same may be granted.

ASSIGNORS further assign to ASSIGNEE all rights to claim priority to the APPLICATION under any International Convention, including the Paris Convention for the Protection of Industrial Property and all rights to be granted patents in any Paris Convention Treaty contracting state arising from the APPLICATION.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR will, upon ASSIGNEE's request, promptly provide ASSIGNEE with all pertinent facts and documents relating to said INVENTION FAMILY, including, without limitation, the APPLICATION, and any Letters Patent and legal equivalents in foreign countries issuing therefrom as may be known and accessible to ASSIGNOR, and will testify as to the same in any administrative proceeding, litigation, or

other legal proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said INVENTION FAMILY, including said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof;

ASSIGNOR authorizes and request the Commissioner for Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to said ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment; and

ASSIGNOR covenants to perform all acts and execute and deliver all documents as may be necessary or appropriate to carry out the intent and purposes of this assignment.

To the extent this Assignment is inconsistent with any pre-existing assignments or understandings between ASSIGNOR and ASSIGNEE, this Assignment supersedes any such inconsistent provisions in such pre-existing assignments or understandings. Except as provided herein, no amendment or modification of this assignment shall be valid or binding upon ASSIGNOR or ASSIGNEE unless made in writing and signed on behalf of each of ASSIGNOR and ASSIGNEE by their respective duly authorized representative.

ASSIGNOR acknowledges that ASSIGNEE may appoint any attorney or practitioner of ASSIGNEE'S choice to prosecute any application, pay maintenance fees or annuities, or participate in any legal proceeding involving said INVENTION FAMILY. ASSIGNOR further acknowledges that any attorney or practitioner so appointed by ASSIGNEE does not represent ASSIGNOR and that such appointment by ASSIGNEE does not create any attorney-client relationship between ASSIGNOR and any attorney or practitioner appointed by ASSIGNEE.

ASSIGNOR grant to the legal representatives appointed by ASSIGNEE the power and authority to insert on this Assignment any further identification which may be necessary or desirable to comply with the rules of the patent office of any country or countries for recordation of this document.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

BY ASSIGNOR:

Name: Joseph L. Balay Dated this 2nd day of April, 2020
Joseph L. Balay
Senior Project Engineer

Name: _____ Dated this ____ day of _____, 2020
Christopher J. Rebarchak
Design Engineer

Name: _____ Dated this ____ day of _____, 2020
Thomas Balay
Custom Project Engineer

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