

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6157845

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK J. TOMASIAK	02/13/2016
RECEIVING PARTY DATA	
Name:	EMERSON ELECTRIC CO.
Street Address:	8000 WEST FLORISSANT AVENUE
City:	ST. LOUIS
State/Country:	MISSOURI
Postal Code:	63136
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16946294
CORRESPONDENCE DATA	
Fax Number:	(314)612-2307
<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:	3146215070
Email:	USpatents@armstrongteasdale.com, clager@armstrongteasdale.com
Correspondent Name:	PATENT DOCKET DEPT ARMSTRONG TEASDALE LLP
Address Line 1:	7700 FORSYTH BLVD, STE 1800
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	36864-639 (ETC-13-013US3)
NAME OF SUBMITTER:	MICHAEL G. MUNSELL
SIGNATURE:	/Michael G. Munsell/
DATE SIGNED:	06/17/2020
Total Attachments: 4	
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**ASSIGNMENT
AND/OR
RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, We, the undersigned, hereafter individually and collectively, "**Assignor**," have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent listed below, entitled "VACUUM APPARATUSES WITH IMPROVED STABILITY AND METHODS THEREOF" (hereafter, collectively, "**Application**").

Country	Application Number	Filing Date
U.S.	62/110,667	February 2, 2015
U.S.	15/013,078	February 2, 2016

WHEREAS, **EMERSON ELECTRIC CO.**, a Corporation organized and existing under the laws of the state of Missouri and having a place of business at 8000 West Florissant Avenue, St. Louis, Missouri, 63136, U.S.A., hereafter "**Assignee**," to the extent not already transferred to **Assignee** by an existing assignment obligation from me/us or by a prior written agreement and/or other legal relationship between **Assignee** and **Assignor**, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application**; and c) all tangible materials and intangible information concerning the **Application** and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for one dollar (US \$1.00) and/or other good and valuable consideration, the receipt and sufficiency of which We hereby acknowledged, **Assignor** and **Assignee** agree as follows.

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his/her/their prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have

been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

2. **Present Assignment.** To the extent **Assignor** has not already assigned to **Assignee** all or any of the aforesaid **Intellectual Property**, **Assignor** does hereby assign, transfer and forever convey, to **Assignee**, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid **Intellectual Property**, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the **Intellectual Property**, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment had not been made.

3. **Issuance to Assignee.** **Assignor** hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.

4. **Warranty of Title.** **Assignor** hereby represents, warrants and covenants that **Assignor** had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that **Assignor** has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.

5. **Further Actions.** **Assignor** hereby covenants and agrees that **Assignor** will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of **Assignee**, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in **Assignee**, its successors and assigns, the property ratified or transferred herein; and that **Assignor** will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said **Intellectual Property** or any resulting patent or related property right. **Assignor** covenants and agrees that **Assignor** will at any time upon request communicate to the **Assignee**, its successors, assigns or other legal representatives any facts relating to the aforesaid **Application** and **Intellectual Property** known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Confidentiality.** Assignor hereby covenants and agrees to maintain as confidential all non-public aspects and details of the **Intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of Assignor. Assignor agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by Assignee or not. Assignor agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that Assignor may now or hereafter owe to Assignee.

7. **Assignee as Attorney-in-fact.** To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.

8. **No Challenge.** Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.

9. **Choice of Law.** Assignor hereby covenants and agrees that the laws of the State of Missouri shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.

10. **Severability.** Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. Assignor and Assignee hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.

11. **Legal Counsel** ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE **INTELLECTUAL PROPERTY** REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignor have hereunto set his/her/their hand and seal.

ASSIGNOR
Mark Tomasiak
Signature

Mark Tomasiak
Name

45 Savannah Hill Drive
Address

St. Peters, MO 63376

2-3-16
Date of Execution

*** NOTARIZATION IS PREFERRED, BUT NOT REQUIRED ***

STATE OF MISSOURI §
COUNTY OF St. Charles §

BEFORE ME, the undersigned authority, on this day personally appeared **MARK TOMASIAK**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 3 day of 2 2016.

STEPHANIE M. KISSELL
Notary Public - Notary Seal
State of Missouri
Commissioned for [NOTARY STAMP]
My Commission Expires: May 31, 2019
Commission Number: 15635689

Stephanie M. Kissell