

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6206987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ZUKUN PLAN, LLC	05/04/2020
RECEIVING PARTY DATA	
Name:	AUTOMATIC SWITCH COMPANY
Street Address:	160 PARK AVENUE
City:	FLORHAM PARK
State/Country:	NEW JERSEY
Postal Code:	07932
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29675732
Application Number:	29675740
Application Number:	29675751
CORRESPONDENCE DATA	
Fax Number:	(346)954-8287
<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:	3469548287
Email:	ip@mackey.legal
Correspondent Name:	COLE MACKEY
Address Line 1:	9525 KATY FREEWAY
Address Line 2:	SUITE 260
Address Line 4:	HOUSTON, TEXAS 77024
ATTORNEY DOCKET NUMBER:	0021984-163-164
NAME OF SUBMITTER:	MICHAEL C. MACKEY
SIGNATURE:	/Michael C. Mackey/
DATE SIGNED:	07/17/2020
Total Attachments: 4	
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**ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT
OF INTELLECTUAL PROPERTY**

WHEREAS, ZUKUN PLAN, LLC, a limited liability company organized and existing under the laws of the state of Ohio and having a place of business at 171 North High Street, Gahanna, OH 43230 USA, hereafter “**Assignor**,” was previously engaged in connection with a project entitled “ASCO Visual Design Language Development (1141)” (the **Project**);

WHEREAS, as part of the **Project**, personnel of **Assignor** worked with personnel of **AUTOMATIC SWITCH COMPANY**, a corporation organized and existing under the laws of the state of Delaware and having a place of business at 160 Park Avenue, Florham Park, New Jersey 07932 USA, hereafter “**Assignee**,” in support of the design of one or more products and such efforts resulted in the invention and development of certain new and useful methods, devices, systems and/or ornamental designs that are disclosed, taught and/or claimed in one or more of the applications for patent and/or exhibits attached hereto and identified below (hereafter, collectively, the “**Application**”); and

Country	Application No.	Title	Attorney Ref.
US	29675732	VALVE BODY	163US-1
US	29675740	VALVE BODY	163US-2
US	29675751	VALVE ACTUATOR	164US
US	Not yet filed	VALVE BODY	169US
Exhibit		Title	
1	Angle Seat & Compact Valve Design Language Phase 2.2 January 09, 2017		
2	Angle Seat, Compact, and RedHat II Valve Branding & Design Language Phase 2.3 January 16, 2018		
3	Hydramotor Gas Shut-off Valve Design Language Phase 1c Concept Exploration & Refinement March 20, 2018		
4	Emerson Asco Product Design Language Guidelines Phase 2.0 Initial Design Language Exploration July 24, 2018		

WHEREAS, in addition to the assignment(s) made by way of the parties’ prior agreement(s), and to any extent not already transferred to **Assignee** by an existing assignment obligation or by a prior written agreement and/or other legal relationship between **Assignee** and

Assignor, Assignee is desirous of acquiring and/or further memorializing its acquisition of the entire and exclusive rights, title and interest in and to, and possession and use of: a) the **Application** and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the **Application** and all rights thereto; and c) all tangible materials and intangible information concerning the **Application** and its subject matter, including but not limited to, copyrightable materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "**Intellectual Property**").

1. **Ratification of Prior Assignment.** **Assignor** hereby ratifies and acknowledges his/her/its prior assignment to **Assignee** of the aforesaid **Intellectual Property**, which assignment transferred the entire and exclusive rights, 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 rights, 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 officials to issue any and all patents, certificates, registrations, grants or related property rights assigned hereunder, to **Assignee**, as the owner of the entire and exclusive rights, 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 interests herein ratified and/or has the full right to convey

the interests 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/it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

6. **Assignee as Attorney-in-fact.** To the extent **Assignor** is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 6, **Assignor** hereby appoints each officer of **Assignee**, and specifically appoints **Assignee's** general counsel whether or not an officer, as his/her/its limited attorney in fact for the sole and limited purpose of executing such instrument.

7. **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.

8. **Severability.** **Assignor** agrees 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** hereby agrees 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.

9. **Legal Counsel.** **Assignor** UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR **Assignee**, IF ANY, 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/ITS OWN CHOOSING AND AT HIS/HER/ITS 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(s)** have/has hereunto set his/her/its hand and seal.

[signature page(s) follow]

ASSIGNOR

ZUKUN PLAN, LLC

Terry Birchler
Signature

Terry Birchler
Name

President
Title

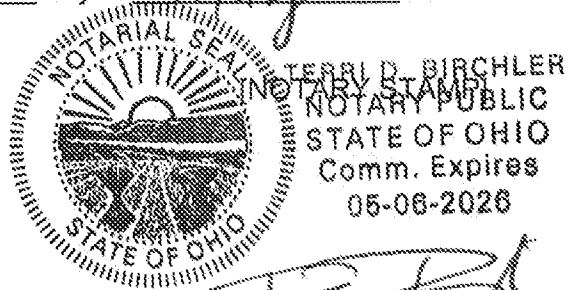
5/14/2020
Date of Execution

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

STATE OF *Ohio* §
COUNTY OF *Franklin* §

BEFORE ME, the undersigned authority, on this day *Terry Birchler* personally appeared 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 *14* day of *May* 2020.



Terry D. Birchler