## 506204970 08/14/2020

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DARREN VANBUUREN	08/05/2020
CHARLES WAGNER	07/27/2020

#### **RECEIVING PARTY DATA**

Name:	POLY DOME ONTARIO INC.
Street Address:	7793 YOUNG STREET
City:	GRASSIE, ONTARIO
State/Country:	CANADA
Postal Code:	LOR IMO

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29746584

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER:	SEAN F. MELLINO
SIGNATURE:	/Sean F. Mellino/
DATE SIGNED:	08/14/2020

**Total Attachments: 3** 

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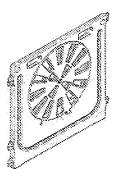
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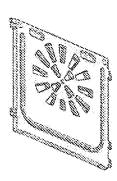
### CONFIRMATORY ASSIGNMENT

WHEREAS Darren VanBuuren, whose post office address is 7880 Concession 7, Grassie, Ontario, Canada I.OR 1M0 and Charles Wagner, whose post office address is 605 E. Hickory Lane, Siloam Springs, AR, U.S.A. 72761 (the "Inventors") have made an invention relating to the design of a wall panel for an animal housing unit (the "Invention") for a which United States Design Patent Application, a Canadian Industrial Design Application and a European Community Design Application will shortly be filed (the "Applications"), all under the title:

#### WALL PANEL FOR ANIMAL HOUSING UNIT

and for which two representative illustrations are shown below:





AND WHEREAS Darren VanBuuren was at all material times during the conception and reduction to practice of the Invention employed by, and Director of, Poly Dome Ontario Inc. ("Poly Dome"), having an address at 7793 Young Street, Grassie, Ontario, Canada LOR 1MO and Darren VanBuuren's employment duties as an employee of Poly Dome include inventing new designs and Darren VanBuuren's contributions to the Invention were executed for good and valuable consideration as part of his employment duties and Darren VanBuuren owes a fiduciary duty to Poly Dome;

AND WHEREAS Charles Wagner's contributions to the Invention were executed for Poly Dome in exchange for good and valuable consideration as part of an arrangement between Poly Dome and Charles Wagner;

NOW THEREFORE in consideration of the sum of one Canadian dollar (CAD\$1.00) payable by Poly Dome to each of the Inventors, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Inventors, the Inventors, both in their respective personal capacities and also on behalf of any corporation or other legal entity over which they can exercise at least de facto (even if not de jure) control (other than Poly Dome), hereby (a) confirm that

Poly Dome is the owner of, (b) consent to the sale, assignment and transfer to the said Poly Dome of, and (c) do sell, assign and transfer to the said Poly Dome, the whole right, title and interest for the United States of America, Canada, and all other countries and all other places that are not countries, in, to, and in respect of the Invention and in, to, and in respect of all applications (including the Applications) and all Letters Patent, Industrial Design Registrations and other registrations that may be obtained therefor in the United States of America, Canada, and all other countries and all other places that are not countries, including all divisional, renewal, substitute, continuation, reissue, re-examination and Convention applications and any Letters Patent, Industrial Design Registrations or other registrations to issue therefrom, together with every priority right that is or may be predicated upon or arise from the Invention, the Applications, the Letters Patent, the Industrial Design Registrations and any other registrations.

AND the Inventors hereby authorize Poly Dome to file patent applications and applications for design registration (including the Applications) in respect of the Invention in any countries and in any places that are not countries, and request that the United States Commissioner of Patents and Trademarks, the Canadian Commissioner of Patents, and all other patent authorities issue the Letters Patent, the Industrial Design Registrations and any other registrations to Poly Dome, the assignee of the entire right, title and interest in and to the Invention for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term for which any Letters Patent in respect of the Invention may be granted, as fully and entirely as the same would have been held by the Inventors (or any corporation or other legal entity) had this assignment and sale not been made.

AND the Inventors hereby bind themselves (and any corporation or other legal entity), their legal representatives and assigns to do, upon Poly Dome's request, but without additional consideration, all acts reasonably serving to assure that the Invention, the said patent applications and applications for design registration (including the Applications), and the said Letters Patent, Industrial Design Registrations and other registrations shall be held and enjoyed by Poly Dome as fully and entirely as the same could have been held and enjoyed by the Inventors (or any corporation or other legal entity), their legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Poly Dome all lawful application documents including petitions, specifications and oaths, and all assignments, disclaimers and lawful affidavits in form and substance as may be requested by Poly Dome; to communicate to Poly Dome all facts known to them relating to said inventions and discoveries or the history thereof; and to furnish Poly Dome with any and all documents, photographs, models, samples, and other physical exhibits in their control or in the facts or their conceptions, disclosures, and reduction to practice of the Invention.

This agreement shall be governed by the laws of the Province of Ontario, including the federal laws of Canada applicable therein, and the parties each hereby irrevocably attorn to the non-exclusive jurisdiction of the Courts of the Province of Ontario, including the Federal Court of Canada to the extent the same has jurisdiction in any matter relating to this agreement, provided that:

- the Courts of the United States shall retain their jurisdiction in respect of any United States patent or patent application;
- the Courts of Europe (including any member state of the European Union) shall retain their jurisdiction in respect of any European Community Design or application therefor); and
- for greater certainty, the courts of the United Kingdom shall retain jurisdiction in respect of any United Kingdom design registration, whether originating from a European Community Design or application therefor or otherwise, whether before or after the departure of the United Kingdom from the European Union...

This agreement may be executed in one or more counterparts, which shall together form one and the same instrument.

EXECUTED under seal by:

Poly Dome Ontario Inc.

Per: Rob Van Buunn

Date: August 5,2020

Darren VanBuuren

Charles Wagner

Date: August 5,2020

Date: 7-27-20

itness to signature

of Poly Dome Ontario Inc.

Vitness to signature

of Darren VanBuuren of Charles Wagner

SusanVankuuren

ame: SusanVanBuurn .

Name: Victoria E Wagner

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