# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6340772

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

#### **CONVEYING PARTY DATA**

| Name                     | Execution Date |
|--------------------------|----------------|
| THERON RANDALL MORRIS II | 08/05/2020     |

# **RECEIVING PARTY DATA**

| Name:           | SAFE RACK LLC     |
|-----------------|-------------------|
| Street Address: | 219 SAFETY AVENUE |
| City:           | ANDREWS           |
| State/Country:  | SOUTH CAROLINA    |
| Postal Code:    | 29510             |

# **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 29745569 |

# **CORRESPONDENCE DATA**

Fax Number: (803)255-9831

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: (704)417-3127

Email: ip@nelsonmullins.com **Correspondent Name:** CRAIG N. KILLEN

Address Line 1: 301 SOUTH COLLEGE STREET, 23RD FLOOR Address Line 2: NELSON MULLINS RILEY & SCARBOROUGH, LLP

CHARLOTTE, NORTH CAROLINA 28202 Address Line 4:

| ATTORNEY DOCKET NUMBER: | 26179/09037                        |  |
|-------------------------|------------------------------------|--|
| NAME OF SUBMITTER:      | CRAIG N. KILLEN                    |  |
| SIGNATURE:              | /Craig N. Killen, Reg. No. 35,218/ |  |
| DATE SIGNED:            | 10/07/2020                         |  |

# **Total Attachments: 2**

source=2020.08.12 CNK 026179.09037 US Executed Assignment from Theron Randall MOrris II to Safe Rack LLC#page1.tif

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LLC#page2.tif

**PATENT** REEL: 054005 FRAME: 0137 506294024

### ASSIGNMENT

WHEREAS, I, Theron Randall Morris II, a citizen of the United States having a residence at 603 N. Magnolia Ave., Andrews, South Carolina 29510, have invented a certain new, original, and ornamental design disclosed in an application for Design Patent of the United States entitled TOP RAIL SPACER (hereinafter referred to as "said application(s)"), said application being executed concurrently herewith, and

WHEREAS, Safe Rack LLC (hereinafter together with its successors and assigns referred to as "the Assignee"), a South Carolina limited liability company having a place of business at 219 Safety Avenue, Andrews, SC 29510, is desirous of obtaining all intellectual rights relating to said said invention(s) and said application; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I have sold, assigned, transferred, and set over, and by these presents hereby sell, assign, transfer, and set over to the Assignee all right, title, and interest in, to, and under said design and said application(s), including the right to apply for any Letters Patent of the United States of America and in any and all foreign countries on said design, and any and all other applications for Letters Patent on said design or any invention embodied thereby, in whatsoever countries, including all divisional, renewal, substitute, continuation, continuation-in-part, and convention applications based in whole or in part upon said design or upon said application(s), and any and all Letters Patent which may issue thereon in the United States and foreign countries and any and all reissues, extensions, renewals, divisions, continuations, or continuations-in-part of Letters Patent granted for said design or upon said application(s), to the full term or terms for which said Letters Patent may be issued, and every priority right that is or may be predicated upon or arise from said design, said application(s), and said Letters Patent, the same to be held and enjoyed by the Assignee for its own use and benefit fully and entirely as if the same would have been held and enjoyed by me had this Assignment not been made. I hereby authorize the Assignee to file patent applications in any and all countries on any or all of said design in my name, or in its name, or otherwise, as the Assignee may deem advisable, under the International Convention or the applicable laws of a particular iurisdiction.

By this Assignment, I have hereby sold, transferred, and set over and by these presents hereby sell, assign, transfer, and set over to the Assignee all interest in copyright in and to said design, including the right to register said copyright as assignee thereof. I hereby waive my rights of attribution and integrity under 17 USC § 106A with respect to said design, for any and all uses thereof.

I hereby authorize the responsible officer of the Patent and Trademark Office of the United States, and any official of any other country empowered to issue patents, to record this Assignment, and to issue or transfer all said Letters Patent on said design to the Assignee as owner of all right, title, and interest therein, or otherwise as the Assignee may direct, in accordance with the terms of this Assignment.

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I hereby represent and warrant that I have the full right to convey the entire right and interest herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that I will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

I hereby covenant and agree that I will, upon request of the Assignee, communicate to the Assignee any facts known to me relating to said design and the history thereof, testify in any legal proceeding, execute all lawful papers, including without limitation all divisional, continuing, and reissue applications and all rightful oaths and declarations, and generally do all further acts which may be deemed necessary by the Assignee to obtain and enforce proper patent protection for said design in all countries.

IN TESTIMONY WHEREOF, I have executed this document on the date(s) indicated below.

| Date: $\frac{9}{5}$ | ron Randall Morris II |  |
|---------------------|-----------------------|--|
|---------------------|-----------------------|--|

STATE OF SOUTH CAROLINA

COUNTY OF LEAGE FOULD

, 2020, before me came Theron Randall Morris II, to me On this S day of MUUIS known and known to me to be the individual described herein, and who executed the foregoing instrument, and he has acknowledged to me that he has executed the same.

Name

SEAL

Notary Public for

My commission expires

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