## 506468793 01/26/2021

# **PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6515569

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MR. ADAM SHULTZ	01/23/2021
MR. ROBERT STRINGER	01/23/2021

#### **RECEIVING PARTY DATA**

Name:	ENVIRO-SAFETY SOLUTIONS INC.	
Street Address:	36340 COUNTY ROAD 49	
City:	EATON	
State/Country:	COLORADO	
Postal Code:	80615	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	17157018

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 9704729929

Email: al@awpatentlaw.com

Correspondent Name: WIEDMANN LAW LLC

Address Line 1: 19 OLD TOWN SQUARE

Address Line 2: SUITE #238

Address Line 4: FORT COLLINS, COLORADO 80524

ATTORNEY DOCKET NUMBER:	ENVS-TRLR-USNONP	
NAME OF SUBMITTER:	<b>OF SUBMITTER:</b> 01/26/2021	
SIGNATURE:	/Alfred K. Wiedmann Jr./	
DATE SIGNED:	01/26/2021	

#### **Total Attachments: 7**

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# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application Number:

17/157,018

175822

Filed:

Applicant:

Enviro-Safety Solutions Inc.

Title:

Enclosed, Mobile Emergency Response Unit

Group Art Unit:

Attorney Docket No.:

EnvS-Trlr-USNonP

Customer Number:

Confirmation No.:

Examiner:

300

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# PATENT RIGHTS ASSIGNMENT

THIS AGREEMENT is made effective as of the <u>ZZ</u> day of January, <del>2020</del>; by and between:

- Adam Shultz, residing at 36340 County Road 49, Eaton, CO 80615; and
- Robert Stringer, residing at 601 Gore Range Drive, Severance, CO 80550.

(individually and collectively the "Assignor" or "Assignors") and Enviro-Safety Solutions Inc. (the "Assignee"), having its primary place of business at 36340 County Road 49, Eaton, CO 80615 (collectively the "Parties").

WHEREAS, each Assignor may each be an inventor, and has contributed, to some extent, to the conception of technology related to enclosed, mobile emergency response units such as safety trailers, including: that disclosed in the application indicated in the caption of this agreement; any improvement(s) to such disclosed technology conceived while Assignor was an employee or consultant of the Assignee, subsidiaries thereof, or closely related entities (if Assignor was such employee/consultant); and any improvements to such disclosed technology that, but for Assignor's access to Assignee's confidential information (including but not limited to trade secrets), Assignor would not have conceived (the "Invention").

WHEREAS, each Assignor wishes to assign to Assignee, all right, title and interest in any and all patent and other proprietary rights in the Invention to the Assignee and, if Assignor has an obligation to make such assignment to Assignee, whether because Assignor is/was an employee or contractor of Assignee, and whether due to contract, common law, or for other reason, Assignor acknowledges that obligation and wishes to formalize that obligation;

**NOW THEREFORE**, for US \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by each Assignor, the Parties hereby agree as follows:

Initial <u>AS</u> Initial <u>RS</u>

PATENT

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- 1. Assignment: Each Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest to the Invention including:
  - i. all worldwide rights to make, use and sell the Invention; and all rights to prepare, file, prosecute and own any applications for patents, whether in the US or in foreign countries, including but not limited to: non-provisional applications; continuing applications; continuation applications; continuation-in-part applications; divisional applications; reissue applications; reexaminations; international applications; national and regional phase applications; utility model registrations; inventor's certificates; all rights to all patents issuing therefrom; other rights related to all such applications, patents, registrations and certificates, both US and foreign; and all rights to seek, in such applications, etc., coverage via claims that Assignor deems appropriately broad, whether apparatus, or method, and including any permutations and combinations of individual or independent aspects of the invention; and
  - ii. all rights to documents or other evidence relating to the Invention.
- 2. Assignor's Representations and Warranties: Each Assignor hereby represents and warrants:
  - i) that he/she has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to Assignee;
  - ii) that he/she has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future;
  - iii) that he/she has neither conveyed, nor had, has or will have an obligation to convey any right or interest in the Invention to any party other than the Assignee; and
  - iv) that to the best of each Assignor's knowledge, he/she is aware of no reason why the Assignment should not transfer to Assignor all rights and interest in and to the Invention.

### 3. Additional Assignor Obligations:

- i) Each Assignor agrees not to interfere in any manner, whether via opinions offered or otherwise, with the prosecution of any application related to the Invention or with the enforcement or monetization of any patent related to the invention, and agrees not to act in any way that would or does diminish rights assigned to Assignee under this agreement;
- ii) Each Assignor agrees to cooperate with Assignee, as requested, in its efforts to procure patents or other legal rights, by taking all actions, including, but not limited to, the following: providing technical input; reviewing asserted prior art; making rightful declarations; signing lawful papers; signing additional assignment-related documents; testifying in legal proceedings; executing patent applications; and generally aiding the Assignee in its effort to file for, prosecute, obtain, maintain, own and enforce patents and other legal registrations related to the Invention;

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- iii) Each Assignor, while understanding that he/she is not required to search for prior art, agrees to promptly inform the Assignee of any and all prior art (e.g., publications, whether electronic or paper, made before the filing date of any non-provisional application (in the US or in foreign countries), or products or methods publicly available or used before such filing date, that may be material to the determination of whether the Invention is patentable) of which Assignor is aware, and agrees to continuously inform the Assignee of any and all additional prior art as Assignor becomes aware of such additional prior art:
- iv) Each Assignor agrees to communicate to Assignee information regarding the Invention, including improvements thereof (where such improvements are as defined above, as component(s) of the "Invention"), and recognizes an obligation to assign to Assignee such improvements as he/she may conceive in the future.
- v) Each Assignor understands that any information related to the Invention that is not publicly disclosed, including but not limited to certain features thereof, improvements, amendments to patent application claims, business and marketing information and strategies, affidavits, filing strategy, potential business partners, etc., may be trade secreted or otherwise confidential information belonging to the Assignee, and as such, Assignor agrees to maintain and protect the secrecy of such information, and agrees not to use such information to benefit him/herself unless Assignee expressly agrees to such in writing.
- 4. Governing Law: This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Colorado, or US federal law to the extent federal law supersedes Colorado state law. The parties agree to submit to exclusive jurisdiction and venue for the resolution of any conflicts arising under this agreement in the District Court of Larimer County, Colorado, or, to the extent necessary, in federal court in the District of Colorado.
- 5. Application Identification: Each Assignor grants Wiedmann Law LLC the power to insert on this Assignment or any other document, whether to comply with US or foreign patent office rules, or for other reason, any assigned property identification information, e.g., patent application number and application filing date, that did not appear on the document at the time of execution of the document.
- 6. Access Rights: Each Assignor agrees to waive any and all access rights to applications for US and foreign patents relating to the Invention.
- 7. Successor, Heirs, Etc.: This Agreement shall be binding on all parties, their heirs, executors, administrators, successors or assigns.
- 8. Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

- 9. Severability: If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting or modifying such provision would make the provision valid, then such provision shall be deemed to be construed as so limited, or modified as such.
- 10. Entire Agreement: This Agreement constitutes the entire agreement between Assignor(s) and Assignee as to ownership rights relating to the Invention, and supersedes any prior understanding or representation of any kind relating to such rights that precede the date of this Agreement.

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SIGNATURES START ON NEXT PAGE

SIGNATURE(S):	louns
Adam Shultz, Assignor	<u> </u>
AND EITHER:	
(a) NOTARIZATION (PREFERRED):	
UNITED STATES OF AMERICA ) STATE OF COLORADO )ss. COUNTY OF	
SUBSCRIBED AND SWORN to before me United States of America, by Adam Skullz	in the County of <u>Weld</u> , State of Colorado, , this <u>72</u> day of <u>Jan.</u> , 2021.
WITNESS my hand and official seal pursua Public by the State of Colorado.  LAURALEE FENNELL  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 2018400843  MY COMMISSION EXPIRES 02/21/2023	nt to the authority vested in me as a Notary  Notary Public  Address 1510 main 81.  Windson, CO 90650  My Commission Expires 02/21/2023
OR:	
(b) WITNESSED SIGNATURE (non-inventor witne.	ss):
Witness Name (print):	Date

PATENT REEL: 055031 FRAME: 0322

Robert Stringer, Assignor Date	·Z)
Robert Stringer, Assignor Date	***************************************
AND EITHER:	
(a) NOTARIZATION (PREFERRED):	
UNITED STATES OF AMERICA ) STATE OF COLORADO )ss. COUNTY OF URIO )  SUBSCRIBED AND SWORN to before me in the County United States of America, by Color & Sarrow, this 23th	of WED. State of Colorado,
WITNESS my hand and official seal pursuant to the author Public by the State of Colorado.	rity vested in me as a Notary
######################################	y Public C ss <u>ISID Main 84.</u> Wind804, CD 8080 ommission Expires <u>07/11/70</u> 23
OR:  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 20184008843  (b) WITNESSED SIGNATURE MON-INVENIOR WINCESS.	
Witness Name (print): Date	

Assignee: Enviro-Safety Solutions Inc.  By:  Adam Shultz  President of Enviro-Safety Solutions Inc.	<u>1/23/2021</u> ate
AND EITHER:	
(a) NOTARIZATION (PREFERRED): UNITED STATES OF AMERICA	
STATE OF COLORADO ()ss. COUNTY OF \(\subseteq \subseteq \(\subseteq \subseteq \)	re me in the County of 1 NAV. State of Colorado.
	re me in the County of Weld, State of Colorado, A.Z., this 23 day of Jan., 2021.  surrought to the authority vested in me as a Notary
LAUNALEE FENNELL NOTARY PUBLIC STATE OF COLORADO NOTARY ID 2019406843 MY_COMMISSION_EXPIRES_02/21/2023	Notary Public Years St. Address 1510 Main St. Window, CD 5050
OR:	My Commission Expires <u>02121/2023</u>
(b) WITNESSED SIGNATURE (non-inventor w	vitness):
Witness Name (print):	Date

**RECORDED: 01/26/2021** 

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