

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6551649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEFFREY R. APFEL	07/17/2018
KENNETH S. MAKUCH	07/17/2018
KENNETH A. MAZICH	03/01/2011
RECEIVING PARTY DATA	
Name:	ZEPHYROS, INC.
Street Address:	160 MCLEAN DRIVE
City:	ROMEO
State/Country:	MICHIGAN
Postal Code:	48065
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17120014
CORRESPONDENCE DATA	
Fax Number:	(248)292-2910
<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:	2482922920
Email:	lujkaj@patentco.com
Correspondent Name:	ERIC S. HYDORN
Address Line 1:	29 W. LAWRENCE STREET
Address Line 4:	PONTIAC, MICHIGAN 48342
ATTORNEY DOCKET NUMBER:	1001.495USC1
NAME OF SUBMITTER:	ERIC S. HYDORN
SIGNATURE:	/Eric S. Hydorn/
DATE SIGNED:	02/15/2021
Total Attachments: 8	
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COMBINED DECLARATION & ASSIGNMENT

Title of invention: HEAT BONDING OF LOW ENERGY SURFACE SUBSTRATES

As the below named inventor, I hereby declare that:

This declaration is directed to:

☐ The attached application, or
☒ The United States Application Number or PCT International Application Number 15/740,202 filed on December 27, 2017 (and do hereby authorize Assignee or its designee to insert here the application number and filing date).

The above-identified application was made or authorized to be made by me.

I believe that I am an original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

ASSIGNMENT OF INVENTION: In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: hereby sell, assign and transfer to

ASSIGNEE:

Jeffrey R. Apfel
160 McLean Drive
Romeo, MI 48065
Nationality: US

Zephyros, Inc.
160 McLean Drive
Romeo, MI 48065
State or Country of Formation: US

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and any foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the above-referenced application 15/740,202 filed on December 27, 2017, (and do hereby authorize Assignee or its designee to insert here the application number and filing date), including the right to claim priority in the United States or in any foreign countries, in and to PCT/US2016/041143, filed July 6, 2016; and 62/188,865, filed July 6, 2015 (the entire right, title and interest in each such application are also hereby sold, assigned and transferred to Assignee to the extent not already done so); and, in and to, all Letters Patent to be obtained for said invention by the above-referenced application or any continuation, continuation-in-part, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof, including any and all rights to sue for past damages. ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. ASSIGNOR further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said United States application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes thereof.

Inventor's
Signature:

Jeffrey R. Apfel
Jeffrey R. Apfel

Residence:

Romeo, MI 48065

Post Office Address:

160 McLean Drive
Romeo, MI 48065

Date:

7-17-18

Citizenship:

US

SUBSCRIBING WITNESS AFFIDAVIT OF EXECUTION OF AN ASSIGNMENT

BRENDAN KEENAN

Whose full post office address is: 511 E GARLORD # B MT PLEASANT, MI
Street, City, Postal Code, Country

Make oath and say that I was personally present and did see JEFF APFEL who is personally known or identified to me to be the inventor named in the attached assignment, duly sign and execute the same for the purposes therein stated.

Signed at: 21 PRODUCTS, INC ROMEO, MI

On this 17 day of JULY, 2018

Brendan Keenan
Subscribing Witness

COMBINED DECLARATION & ASSIGNMENT

Title of Invention: HEAT BONDING OF LOW ENERGY SURFACE SUBSTRATES

As the below named inventor, I hereby declare that:

This declaration is directed to:

☐ The attached application, or
☒ The United States Application Number or PCT International Application Number 15/740,202 filed on December 27, 2017 (and do hereby authorize Assignee or its designee to insert here the application number and filing date).

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ASSIGNMENT OF INVENTION: In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNOR: hereby sell, assign and transfer to

ASSIGNEE:

Kenneth S. Makuch
160 McLean Drive
Romeo, MI 48065
Nationality: US

Zephyros, Inc.
160 McLean Drive
Romeo, MI 48065
State or Country of Formation: US

and the successors, assigns and legal representatives of the ASSIGNEE the entire right, title and interest for the United States and any foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in the above-referenced application 15/740,202 filed on December 27, 2017, (and do hereby authorize Assignee or its designee to insert here the application number and filing date), including the right to claim priority in the United States or in any foreign countries, in and to PCT/US2016/041143, filed July 6, 2016; and 62/188,865, filed July 6, 2015 (the entire right, title and interest in each such application are also hereby sold, assigned and transferred to Assignee to the extent not already done so); and, in and to, all Letters Patent to be obtained for said invention by the above-referenced application or any continuation, continuation-in-part, division, renewal, or substitute thereof, and as to letters patent any reissue or re-examination thereof, including any and all rights to sue for past damages. ASSIGNOR hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment. ASSIGNOR further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said United States application, said invention and said Letters Patent which may be necessary or desirable to carry out the purposes thereof.

Inventor's
Signature:


Kenneth S. Makuch

Residence:

Romeo, MI 48065

Post Office Address:

160 McLean Drive
Romeo, MI 48065

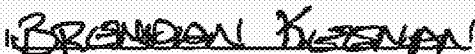
Date:

7-17-18

Citizenship:

US

SUBSCRIBING WITNESS AFFIDAVIT OF EXECUTION OF AN ASSIGNMENT



Whose full post office address is: KEI LE CHAN OLD #B MT. PLEASANT MI
Street, City, Postal Code, Country

Make oath and say that I was personally present and did see KEI LE CHAN who is personally known or identified to me to be the inventor named in the attached assignment, duly sign and execute the same for the purposes therein stated.

Signed at: LAZ PRODUCTS, INC. ROMEO, MI

On this 17 day of JULY, 2018


Subscribing Witness

PATENT

REEL: 055257 FRAME: 0581

Privileged & Confidential

INTELLECTUAL PROPERTY POLICY FOR L & L PRODUCTS

I. Statement of Intent

L&L Products ("L&L") regularly engages in research, design and development of proprietary technology resulting in trade secrets or in other intellectual property rights owned by its Intellectual Property Holding Company Zephyros. L&L may seek to protect trade secrets or other intellectual property by continuing to hold the technology as trade secrets, or by registration or patenting as the law permits. L&L expects others to respect its valid and enforceable intellectual property rights and trade secrets. It is likewise the intent of L&L to respect the valid and enforceable intellectual property rights and trade secrets of others. In order to carry out this intent, and to assure that L&L complies with its policy of paying and seeking respect for valid and enforceable intellectual property rights and trade secrets, L&L adopts the following provisions as its policy on Intellectual Property.

II. Definition, Purpose, and Responsibilities of Intellectual Property Strategy Team

An Intellectual Property Strategy Team ("IP Strategy Team") shall exist and shall consist of the Vice President of Zephyros, R&D Director, Product Development Director and Sales and Marketing Director of L&L. The purposes and responsibilities of the IP Strategy Team include:

- Reviewing competitors' patents and develop business strategies to respect valid rights of others
- Reviewing patent disclosures and approve or reject disclosures for patent applications
- Developing strategies through the use of an intellectual property policy to help assure the ability to engineer, design, manufacture, and sell L&L's products
- Evaluating and determining appropriate methods of protection for new technology
- Identifying trade secrets and develop strategies for maintaining trade secrets
- Maintaining regular and continuing communications with outside IP counsel as appropriate to assist the Team in carrying out its purposes and responsibilities

III. Company Trade Secrets and Confidential Information

L&L has devised a significant commercial advantage because of and through its trade secrets and confidential information. L&L believes that the protection of its trade secrets and confidential information to be a paramount concern for the company, its employees, and agents.

L&L will make available to its employees by use of the QS9000 procedures and instructions a statement of its policy toward the handling and safeguarding of trade secrets and confidential information, which, at a minimum, shall comprise this policy or shall be incorporated by reference in this policy. The policy shall identify (with reasonable particularity) examples of the types of trade secrets or confidential information that are covered. Examples of said trade secrets or confidential information are without limitation, chemical formulae, customer lists, supplier lists, pricing data, profit and costing data, manufacturing techniques, data in the form of prints, CAD models, research or experimental notes, quoting methods and manufacturing costs. A complete list is contained in L&L QS9000 procedure PRO-0129.

It shall be the policy of L&L to take reasonable precautions to preserve and uphold its own trade secrets and confidential information as well as the trade secrets and confidential information of others to which L&L lawfully gains access. When the circumstances reasonably permit, such precautions shall preferably include, but shall not be limited to conspicuously marking as "CONFIDENTIAL" any information reasonably believed to contain confidential information or trade secrets. Other precautions may include storing such information in reasonably secure locations; escorting visitors of L&L through L&L facilities; restricting computer access; obligating to secrecy persons outside of L&L; requiring suppliers, other third parties and employees to sign a confidentiality agreement before obtaining such information, and the like. It is the policy of L&L, any L&L joint ventures, and other L&L-affiliated companies to consider all trade secrets confidential, regardless of whether they are marked as such.

In the event that any information reasonably appearing to contain trade secrets or other confidential information shall come under the control of L&L from a person outside of L&L, without solicitation by L&L, such information shall not be disseminated. This information shall be reported at once to a member of the IP Strategy Team at L&L. No copies shall be made, nor shall the information be used. The IP Strategy Team shall maintain such information in a reasonably secure location until it can be evaluated and an appropriate disposition can be determined.

Any time that anyone enters into any agreement that would appear to impose an obligation of secrecy or confidentiality upon L&L, such agreement shall be presented at once to the IP Strategy Team. Any information acquired by L&L under any such agreement shall be maintained to at least the standards set forth in this policy, if no stricter standards are set forth in the agreement.

IV. Obtaining Patents

It shall be the policy of L&L to protect its inventions in a commercially reasonable manner. L&L shall take into account such factors as, without limitation, the likelihood of commercial exploitation of an invention, the prevalent market considerations, the desire to assure uninterrupted supply of goods or services to L&L customers, the preservation of evidence of prior invention, and the like. Such protection

includes but is not limited to obtaining patents to be owned by L&L for inventions that reasonably relate to the fields of business engaged in by L&L or in which it is reasonably anticipated that L&L may engage.

When an employee or agent of L&L, any of L&L's joint ventures, or any L&L affiliated company participates in the making of any such inventions, the employee or agent shall notify a member of the I/P team of L&L in writing promptly of such participation. The agent shall assist L&L (at L&L's sole expense) to apply for one or more patents for such inventions. The employee or agent shall assign or otherwise transfer all right, title, and interest in and to any such inventions to L&L.

In the event that L&L decides not to file a patent application, maintain as trade secret or publish an invention, in its sole discretion, L&L may offer the inventor the right to pursue his or her own patent application (at his or her own expense). The patent shall be owned at least in part by the inventor, subject at a minimum to a compulsory nonexclusive royalty free license under any resulting patent grant that shall be granted to L&L and any customers, suppliers of L&L, or other persons identified by L&L then or later. Any request for permission to pursue patent protection under this paragraph must be submitted in writing.

All persons who participate in the making of any inventions shall maintain corroborated records made contemporaneously with the invention activities, and shall make those records available upon request to outside counsel for L&L.

In recognition of the requirements in the United States and other countries for novelty, all persons who participate in the making of any inventions at L&L, L&L joint ventures, or L&L affiliated companies in which the technology is to be owned by L&L through legal agreement, shall consult with a member of the I/P Team at the earliest practicable time. The I/P Team member will present all ideas to the I/P Team to determine if seeking a patent is appropriate under the circumstances. In an abundance of caution, all such consultations shall occur before either any commercial activity has been undertaken or the subject technology is to be described to persons outside of L&L.

V. Licensing

L&L shall have complete discretion to enter into license agreements or other transfers of interest of intellectual property rights when reasonable to do so under the circumstances.

By way of illustration, without limitation, L&L ordinarily may license its technology to any of its customers of products covered by the technology in order that the customer is facilitated in implementing the technology or products. L&L may license technology to others in any fields of use not engaged in or reasonably expected to be engaged in by L&L. L&L may license its technology at the request of a customer that demonstrates a need for continuous and uninterrupted supply of the technology or

products in question. L&L may license its technology when it is reasonably believed to be necessary for fostering future business relationships.

By way of further illustration, without limitation, L&L may seek to obtain a license under someone else's rights in instances when reasonably believed necessary to assure continued and uninterrupted supply to a customer, and where after it concludes upon reasonable investigation that the circumstances do not warrant the risk, expense and uncertainty of litigation to resolve a dispute and no modifications or design around measures reasonably can be made or taken as to the accused subject matter to further secure a successful outcome if litigated.

In all instances when L&L licenses its technology to others, or when L&L seeks a license from others, L&L shall seek to negotiate a reasonable royalty rate for the technology. L&L shall not be obliged to enter into any licensing relationship that would impose an unreasonable commercial disadvantage upon L&L under the circumstances.

VI. Enforcement of Rights

When confronted with the prospect of litigation of intellectual property rights, L&L will consider whether the circumstances are appropriate for attempting resolution by litigation in the courts or by an alternative form of dispute resolution. By way of example, L&L will consider arbitration, mediation, proceedings before the National Patent Board, or the like. In making such decision, L&L shall consider such factors as the anticipated cost of the proceeding, the anticipated length of the proceeding, the nature of the remedies available to the prevailing party, or the like.

VII. Publishing

From time to time, it may be necessary and appropriate for employees or agents of L&L to publish or allow to be published written descriptions of L&L technology. Before any such publication or presentation is made, it shall be the responsibility of each employee to seek and obtain approval and guidance from the IP Strategy Team for making such publication or presentation.

VIII. Developments made under Contract with Others

Any proposed developments to be made under contract with or in collaboration with any persons outside of L&L shall be brought to the attention of a member of the L&L IP strategy Team before any patents or other intellectual property rights are sought or granted.

IX. Computer Software

L&L will not tolerate the improper or unauthorized use of any software by L&L employees and agents. To this end, L&L purchases software licenses from outside sources and may not own certain rights in the software. Employees and agents who use

such software shall use it only in accordance with any license governing such use. Employees and agents of L&L shall not misuse or make any unauthorized copies of any software for use on any L&L computer equipment. Employees and agents shall not store on his or her company-provided computer any software that has not been approved by IS Management.

X. Copyrighted materials

L&L will not tolerate improper use of copyrighted materials by L&L employees and agents. L&L purchases a license from the Copyright Clearance Center ("CCC") and will abide by the terms of the CCC license in using copyrighted material. Employees and agents of L&L shall not use any L&L resources or equipment to make any unauthorized copies of any copyrighted material.

XI. Trademarks and Tradenames

L&L will protect trademarks and tradenames where commercially reasonable. Names that will be used as trademarks and/or tradenames and the manner in which these names are used will be determined on a case-by-case basis in conjunction with L&L's intellectual property counsel. All potential product names shall be presented to and cleared by the Sales/Marketing Manager.

XII. Conflict of Interest

Employees and agents of L&L shall take no action that would be contrary to this policy, including but not limited to seeking to procure any rights in any intellectual property or trade secrets that would be adverse to the conduct of L&L's business in any field of business engaged in by L&L or in which it is reasonably anticipated that L&L may engage.

XIII. Miscellaneous

Employees and agents should exercise appropriate care that this policy is followed, and that L&L is respecting the intellectual property rights and trade secrets of others and that others are respecting the intellectual property rights and trade secrets of L&L. Employees and agents of L&L should be mindful of designations of claims of ownership of intellectual property such as the phrases "patented," "patent pending," "®," "™," "SM," "©," or the like. Any questions or concerns about the use of these or like symbols should be directed to the IP Strategy Team or to L&L's legal counsel.

XIV. Acknowledgement of Intellectual Property Policy

I have read and understand L&L's Intellectual Property Policy and agree to comply with it.

Kenneth A. Mazur
Signature

Kenneth A. Mazur
Printed Name

Dated: 3/1, 2011

PK155672