

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEATING DYAS	02/22/2022
RECEIVING PARTY DATA	
Name:	VALMONT INDUSTRIES, INC.
Street Address:	ONE VALMONT PLAZA
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68154
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16158914
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	paralegal@blackhillsip.com
Correspondent Name:	MILLIGAN PC LLO
Address Line 1:	12020 SHAMROCK PLAZA
Address Line 2:	SUITE 200
Address Line 4:	OMAHA, NEBRASKA 68154
ATTORNEY DOCKET NUMBER:	16635-21USU1
NAME OF SUBMITTER:	TRACY J. KIMMEL
SIGNATURE:	/Tracy J. Kimmel/
DATE SIGNED:	02/24/2022
Total Attachments: 2	
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source=16635-21USU1 Executed Assignment#page2.tif	

**DECLARATION (37 CFR 1.63) and ASSIGNMENT FOR
APPLICATION USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

Title of Invention:

ELECTRONIC BRAKING SYSTEM FOR AN IRRIGATION MACHINE

As the below name inventor, I hereby declare that:

This declaration is directed to:

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The attached application or

☒

United State application or PCT international application

number 16/158,914 filed on October 12, 2018

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

I believe that I am the 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.

WHEREAS, VALMONT INDUSTRIES, INC. (hereinafter referred to as "ASSIGNEE") having places of business at: One Valmont Plaza, Omaha, Nebraska, 68154, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent that may be granted therefore in the United States and its territorial possessions and in any and all foreign countries;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency, and adequacy of which are hereby acknowledged by the Undersigned, the Undersigned do hereby irrevocably and unconditionally sell, assign and transfer unto said ASSIGNEE,

the Invention which is disclosed in the above-identified application or applications;

such application or applications, and all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions based in whole or in part on any of such Invention (including any application for a utility model or an innovation patent application);

all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of such Invention;

including the right to claim priority to the above-identified patent application or applications in relation to subject matter based in whole or in part on the above-identified patent application or applications and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and including the right to all causes of action, remedies, and other enforcement rights related to the above-identified application or applications, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to the above-identified patent application or applications and any of the foregoing, including the right to obtain and collect damages for past, present, or future infringement;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such Invention to the Assignee;

AUTHORIZE AND REQUEST that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 117791 may (directly or through his/her designee) delete, insert, or alter any information related to the above-identified patent application or applications or any of the foregoing, after execution of this Assignment;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Undersigned, and that the full right to convey the same as herein expressed is possessed by the Undersigned;

COVENANT, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Undersigned shall (1) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Invention; (2) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Invention; (3) communicate to the Assignee all facts known to the Undersigned relating to the Invention and the history thereof; (4) cooperate with the Assignee in any interference, reexamination, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Invention; and (5) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to such Invention in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Invention;

COVENANT, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions. To the extent that any such provision is found to be unenforceable, the Undersigned, when requested and without compensation shall act in good faith to substitute for such provision a new provision with content and purpose as close as possible to the provision deemed unenforceable.

THIS AGREEMENT IS TO BE BINDING on the heirs, assigns, representatives, and successors of the Undersigned, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED as of the date of my signature below:

LEGAL NAME OF INVENTOR

Inventor: Keating Dyas

Signature: 

Dated: 2-22-2022