

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | ERIC FISCHER SCHWAB | 07/20/2022 |
| RECEIVING PARTY DATA | | |
| Name: | DUAL FUEL SYSTEMS, INC | |
| Street Address: | 1245 PARAMOUNT PARKWAY | |
| City: | BATAVIA | |
| State/Country: | ILLINOIS | |
| Postal Code: | 60510 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Patent Number: | D951851 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (815)261-4350 | |
| <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: | 815-893-8149 | |
| Email: | briecrawford@crawfordpatents.com | |
| Correspondent Name: | BRIE A. CRAWFORD | |
| Address Line 1: | 1250 SOUTH GROVE AVENUE | |
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| ATTORNEY DOCKET NUMBER: | 2020.0051 | |
| NAME OF SUBMITTER: | BRIE A. CRAWFORD | |
| SIGNATURE: | /Brie A. Crawford/ | |
| DATE SIGNED: | 07/21/2022 | |
| Total Attachments: 8 | | |
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INVENTION ASSIGNMENT AGREEMENT

This INVENTION ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of July 22, 2022, by and between Dual Fuel Systems, Inc., an Illinois corporation, of 1245 Paramount Parkway, Batavia, Illinois 60510 (hereinafter "Dual Fuel"); and Eric Fischer Schwab of 1507 Flag Day Drive, Batavia, Illinois 60510 (hereinafter "Schwab") (singularly a "Party" and collectively the "Parties").

WHEREAS, Schwab is an inventor of an invention currently known as: "TRUCK AND AUTOMOTIVE CAB STORAGE BOX" (hereinafter the "Invention") briefly described as follows:

A truck and automotive cab storage box is placed in the back seat of the cab of a work truck or other vehicle. The truck and automotive cab storage box has a tray which is connected to an angled cover and a divider separates the tray into two sections. The truck and automotive cab storage box stores items and forces users to stop the vehicle and open the rear doors to access items in or underneath the tray. The angled cover makes it difficult or impractical to store items on top of the truck and automotive cab storage box. The truck and automotive cab storage box makes it difficult or impractical to store items around it.

AND

WHEREAS, an application or applications in the United States Patent and Trademark Office for a provisional and/or utility patent and/or design patent is/are being, or will be, filed, as well as any potential foreign design patent application, potential foreign utility patent application, or other foreign applications including, but not limited to, expired United States Provisional Patent Application Number 62/888,639, pending United States Utility Patent Application Number 16/997,064 and United States Design Patent Registration Number D951,851.

AND

WHEREAS, Dual Fuel desires to acquire the entire right, title, and interest in and to the Invention in the United States of America and throughout the world.

AND

WHEREAS, Schwab desires to assign his rights in the Invention in the United States of America and throughout the world to Dual Fuel.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and promises set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment of Patent Rights.** Schwab hereby assigns, sells, and transfers to Dual Fuel all of his right, title, and interest that exists today and may exist in the future in and to:
 - 1.1. The Invention and any and all patent applications now on file or later filed with the United States Patent and Trademark Office which may claim or protect it, whether provisional, utility, or design, and any and all Letters Patent of the United States of America now issued or later issued, whether utility or design, including, but not limited to, United States application numbers 62/888,639 and 16/997,064 and United States Design Patent Registration Number D951,851; and
 - 1.2. All reissues, renewals, substitutes, reexaminations, extensions, post-grant reviews, *inter partes* reviews, supplemental examinations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, appeals, and divisions of any of the foregoing in Section 1.1; and
 - 1.3. All foreign patents, patent applications, and counterparts now existing or later filed relating to any of the foregoing in Sections 1.1 or 1.2, including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances; and
 - 1.4. All intellectual property, including and without limitation: all innovations, information, inventions, invention disclosures, products, processes, works, designs, and discoveries described in any of the foregoing in Sections 1.1, 1.2, or 1.3 that, implicitly or explicitly:
 - 1.4.1. Are included in any claim in any of the foregoing in Sections 1.1, 1.2, or 1.3; or
 - 1.4.2. Are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceeding brought on any item of the foregoing in Sections 1.1, 1.2, or 1.3; or
 - 1.4.3. Could have been included as a claim in any of the foregoing in Sections 1.1, 1.2, or 1.3; and
 - 1.5. All rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the foregoing in Sections 1.1, 1.2, 1.3, or 1.4, including, without limitation, under the Paris Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding, whether existing now or subsequently entered into and including expressly the right to claim priority; and
 - 1.6. All related trade secrets, know-how, and/or any and all other proprietary or protectable rights related to the Invention, and all rights related thereto described in any of the foregoing Sections 1.1, 1.2, 1.3, 1.4, or 1.5; and
 - 1.7. All causes of action which now exist or may exist in the future (whether known or unknown and whether currently pending, filed, or otherwise) and other enforcement rights, including, without limitation, all rights under or on account of any of the foregoing in Sections 1.1, 1.2, 1.3, 1.4, 1.5, or 1.6, and all causes of action and other enforcement rights for:
 - 1.7.1. Past, present, and future damages; and
 - 1.7.2. Injunctive relief; and
 - 1.7.3. Other remedies of any kind for past, current, and future infringement;

and

1.8. All rights to collect royalties and other payments under or on account of any of the foregoing in Sections 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, or 1.7.

2. **Warranties.** Schwab hereby warrants as follows:

- 2.1. **Ownership.** Schwab has not assigned, transferred, encumbered, or otherwise disposed of any of his right, title, and interest, whether in whole or in part, in and to the Invention or any related patents, patent applications, or other legal right associated with the Invention, including, without limitation, any right, title, and interest to sue for infringement thereof.
 - 2.2. **Authority.** Schwab has the full power, authority, and capacity -- and has obtained all spousal and third-party consents, approvals, and other authorizations that may be required -- to enter into this Agreement and to carry out the obligations hereunder.
 - 2.3. **Clear Title.** To the best of Schwab's knowledge, the Invention and any related patents, patent applications, or other legal right associated with the Invention are free and clear of all liens, licenses, claims, mortgages, security interests, community property interests, restrictions, or other encumbrances. To the best of Schwab's knowledge, there are no actions, suits, investigations, claims, or proceedings that are threatened, pending, or in progress relating in any way to the Invention or any related patents, patent applications, or other legal right associated with the Invention. To the best of Schwab's knowledge, there are no existing -- and Schwab will not enter into any -- assignments, contracts, agreements, understandings, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire the Invention or any related patents, patent applications, or other legal right associated with the Invention, or that otherwise conflict with this Agreement.
 - 2.4. **Enforcement.** Schwab has not put any third party on notice of actual or potential infringement of the Invention or any related patents, patent applications, or other legal right associated with the Invention, nor initiated any enforcement action with respect to the same. To the best of Schwab's knowledge, neither the Invention nor any related patents, patent applications, or other legal right associated with the Invention are currently the subject of any dispute, challenge, or cancellation proceeding.
3. **Further Cooperation.** Schwab hereby agrees to execute any documents that may be necessary or desirable in connection with the filing, prosecution, and maintenance of any and all patents or patent applications related to the Invention in the United States of America or countries foreign thereto. Schwab further agrees that if any part of the assignment contemplated by this Agreement is held to be invalid and/or inadequate under the law of any jurisdiction, then Schwab shall execute such further documents as may be necessary to perfect Dual Fuel's interest in the Invention and all patents, patent applications, or other legal right associated with the Invention. All such documents shall be prepared at Dual Fuel's own expense. Schwab agrees, without further consideration and at Dual Fuel's expense, to identify and communicate to Dual Fuel (at Dual Fuel's request) any and all documents and information concerning the Invention and any related patents, patent applications, or other legal right associated with the Invention that are within Schwab's possession or control. Schwab also agrees, without further consideration and at Dual Fuel's request and at Dual Fuel's expense, to provide further assurances and testimony on behalf of Dual Fuel that lawfully may be required of Schwab in the respect to the prosecution, maintenance, and

defense of any patent application, patent, or other legal right associated with the Invention encompassed within the terms of this Agreement.

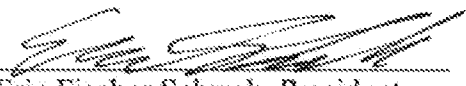
4. **Consideration.** In exchange for the invention assignment and the other promises and warranties contained in this Agreement, Dual Fuel shall pay to Schwab the sum of Ten United States Dollars (US\$10.00) as good and valuable consideration, the sufficiency of which is hereby stipulated.
5. **Authorization.** Schwab hereby authorizes and requests the Commissioner of Patents and Trademarks to issue to Dual Fuel any and all Letters Patent referred to above, as assignee of the entire right, title, and interest in and to the same, for Dual Fuel's sole use and benefit, to the full extent of the term for which such Letters Patent may be granted, as fully and entirely as the same would have been held by Schwab had this Agreement not been made. Schwab further authorizes Dual Fuel or Dual Fuel's designated attorney or agent, to file such applications for patent or other legal protections as the Invention may be entitled to in and under the law of any and all jurisdictions where it may be entitled to such protection.
6. **Completion.** Schwab authorizes any member of Crawford Intellectual Property Law LLC and attorneys working under its authorization and supervision to insert or complete any information in this document needed to effect its recording in the United States Patent and Trademark Office.
7. **Choice of Law.** This Agreement shall be governed by, and construed according to, the laws of the State of Illinois, without reference to any principles of conflicts of law.
8. **Forum Selection.** All actions brought under this Agreement may be brought only in a State or Federal court having jurisdiction in Kane County, Illinois. The Parties hereby consent to venue in these fora.
9. **Non-Waiver of Rights.** Failure by either Party to enforce strict performance of any provision of this Agreement does not constitute a waiver of that Party's right to subsequently enforce that provision or any other provision of this Agreement. No waiver of any term, provision, or condition of this Agreement shall be valid unless given in a signed writing.
10. **Severability.** Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid. However, if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term, or the remaining provisions or terms of this Agreement.
11. **Heirs, Successors, and Assigns.** All of the covenants, terms, provisions, and agreements contained herein shall be binding upon the Parties, and to their respective legal representatives, heirs, successors, and assigns.

12. **Headings.** The section headings in this Agreement are inserted for convenience only and shall not be used or relied upon in any way in the interpretation of this Agreement.

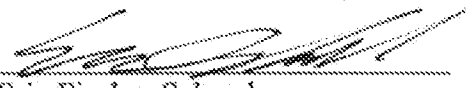
13. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, whether oral or written.

14. **Counterparts.** This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties have not signed the original or the same counterpart. Any counterpart hereof signed by a Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The Parties agree that facsimile signatures, electronic signatures, and signatures by e-mail as scanned documents shall be as effective as if originals.


Eric Fischer Schwab, President
on behalf of Dual Fuel Systems, Inc.

7/20/22
Date


Eric Fischer Schwab

7/20/22
Date

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: Eric Fischer SCHWABApplication No./Patent No.: D951,851 Filed/Issue Date: 05-17-2022Titled: TRUCK AND AUTOMOTIVE CAB STORAGE BOXDual Fuel Systems, Inc. _____, a Corporation of Illinois

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose **one** of options 1, 2, 3 or 4 below):

1. ☒ The assignee of the entire right, title, and interest.
2. ☐ An assignee of less than the entire right, title, and interest (check applicable box):
- ☐ The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- ☐ There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. ☐ The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. ☐ The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose **one** of options A or B below):

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT**REEL: 060582 FRAME: 0316**

STATEMENT UNDER 37 CFR 3.73(c)

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Brie A. Crawford/

Signature

Brie A. Crawford

Printed or Typed Name

July 21, 2022

Date

58173

Title or Registration Number

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

PATENT

RECORDED: 07/21/2022

REEL: 060582 FRAME: 0318