

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7773475

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DUCK ENGINEERING, INC.	11/05/2021
RECEIVING PARTY DATA	
Name:	K.C. WATERPROOFING, INC.
Street Address:	24 W. 15TH AVENUE
City:	NORTH KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64116
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17649612
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	723864
NAME OF SUBMITTER:	TAMMY DUNKIN
SIGNATURE:	/Tammy Dunkin/
DATE SIGNED:	02/01/2023
Total Attachments: 3	
source=Duck Engineering to K.C. Waterproofing Fully Executed Assignment from PR#page1.tif	
source=Duck Engineering to K.C. Waterproofing Fully Executed Assignment from PR#page2.tif	
source=Duck Engineering to K.C. Waterproofing Fully Executed Assignment from PR#page3.tif	

ASSIGNMENT

WHEREAS, **Duck Engineering, Inc.**, having its principal place of business at 3309 Genessee, Kansas City, Missouri (64111) (“Assignor”), is the owner by assignment of the invention entitled:

FOOTING AND FOUNDATION WALL DRAINAGE SYSTEM

U.S. Patent Application No. 63/228,850 filed August 3, 2021, hereinafter “the Invention,”

AND WHEREAS, **K.C. Waterproofing, Inc.**, having its principal place of business at 24 W. 15th Avenue, North Kansas City, Missouri (64116) (“Assignee”), is desirous of acquiring all rights, title, and interests in and to the Invention, all patent applications for the Invention, and all patents which may be granted for or upon the Invention.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably assigns and transfers to Assignee the full and exclusive right, title, and interest in and to the following:

- (a) the Invention as set forth and described, for example, in the patent application specification(s) accompanying Assignor’s executed declarations;
- (b) all United States patent applications for the Invention;
- (c) any and all patent applications, including Patent Cooperation Treaty (PCT) applications, and any and all applications for utility models, directed to the inventions as set forth and described, for example, in the patent application specification(s) identified above;
- (d) any and all refilings, divisions, continuations, and continuations-in-part of those United States patent applications;
- (e) any and all patents of the United States of America which may issue from any of the above items;
- (f) any and all reissue and reexamination certificates of those United States patents;
- (g) any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief.

Assignor further agrees that upon request Assignor will promptly provide Assignee or its legal representatives all pertinent facts and documents relating to the

Invention and all other items listed above, and Assignor will testify as to the same in any interference, litigation, or proceeding related thereto. Further, Assignor will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce all of the items listed above.

All of the above shall be held and enjoyed by Assignee and its successors, legal representatives, and assigns for their own use and benefit, for the full term for which the protections listed above may be granted, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue patents to Assignee in accordance with this Assignment.

This Assignment does not create any agency, employment, or partnership relationship between the parties. Unless set forth in a separate writing signed by Assignee, Assignor has no right or interest in any proceeds related in any way to the items listed above.

This Assignment is an integrated agreement that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of the parties. This Assignment shall prevail over all prior communications between and among the parties or their representatives regarding the matters addressed herein.

The parties expressly agree that this Assignment shall not be construed against any party on the ground that such party was responsible for the preparation of this Assignment, or on any related ground. All terms contained herein shall be construed as singular, plural, masculine, feminine, or neuter, as context requires.

Should any provision of this Assignment be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect, so long as the original intent of this Assignment remains substantially intact.

Docket: 601475

IN WITNESS WHEREOF, this Assignment is executed on the date(s) set forth below.

Assignor(s):

Duck Engineering, Inc.



Name:

Title: *SEC.*

Date: 11-5-21