

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8188730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
R.W. HARTNETT COMPANY	09/22/2023
RECEIVING PARTY DATA	
Name:	R-V INDUSTRIES, INC.
Street Address:	504 POPLAR ROAD
City:	HONEY BROOK
State/Country:	PENNSYLVANIA
Postal Code:	19344
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7347141
Application Number:	18347665
CORRESPONDENCE DATA	
Fax Number:	(215)299-2150
<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:	2152992016
Email:	tfall@foxrothschild.com
Correspondent Name:	TRISTRAM R. FALL, III, ESQUIRE
Address Line 1:	2000 MARKET STREET
Address Line 2:	20TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
NAME OF SUBMITTER:	TRISTRAM R. FALL, III
SIGNATURE:	/Tristram R. Fall, III/
DATE SIGNED:	09/26/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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PATENT

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of September 22, 2023, is made by R.W. Hartnett Company, a Pennsylvania corporation located at 2055 Bennett Road, Philadelphia, Pennsylvania 19116 (“**Assignor**”), in favor of R-V Industries, Inc., a Pennsylvania corporation located at 504 Poplar Road, Honey Brook, Pennsylvania 19344 (“**Assignee**”), as the purchaser of substantially all of the assets of Assignor pursuant to the Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee, Keith Boyce and Andrea J. Boyce (the “**Agreement**”).

Background

Subject to the terms and conditions set forth in the Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, all of Assignor’s Business Proprietary Rights. In furtherance of such assignment, Assignor has agreed to execute and deliver this IP Assignment for recording by Assignee with the United States Patent and Trademark Office. Capitalized terms used but not otherwise defined in this IP Assignment have the meanings given to such terms in the Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (collectively, the “**Assigned IP**”):

(a) (i) the issued patent and patent application set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, as applicable, and (ii) all other issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Entity-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models), in each case to the extent included within the Owned Business Proprietary Rights (collectively, the “**Patents**”);

(b) (i) the unregistered Marks set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, and (ii) all other Marks, in each case to the extent included within the Owned Business Proprietary Rights;

(c) all copyrights and works of authorship, whether or not copyrightable, included within the Owned Business Proprietary Rights, and all registrations, applications for registration, and renewals of any of the foregoing;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable Law of any jurisdiction throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all Actions with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and Actions for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, or other violation, with the right to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any Action based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

R.W. HARTNETT COMPANY

By Andrea J. Boyce

Name: Andrea J. Boyce

Title: President

Address for Notices:

10 Merrydell Drive
Southampton, PA 18966

AGREED TO AND ACCEPTED:

R-V INDUSTRIES, INC.

By _____

Name: _____

Title: _____

Address for Notices:

504 Poplar Road
Honey Brook, PA 19344

[Signature Page to Intellectual Property Assignment]

149619357.2

PATENT
REEL: 065033 FRAME: 0143

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

R.W. HARTNETT COMPANY

By _____

Name: Andrea J. Boyce

Title: President

Address for Notices:

10 Merrydell Drive
Southampton, PA 18966

AGREED TO AND ACCEPTED:

R-V INDUSTRIES, INC.

By  _____
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Name: Kirk A. Putt

Title: Chief Executive Officer

Address for Notices:

504 Poplar Road
Honey Brook, PA 19344

[Signature Page to Intellectual Property Assignment]

149619357.3

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REEL: 065033 FRAME: 0144

SCHEDULE 1
ASSIGNED PATENTS

Issued Patent:

Title	Jurisdiction	Patent Number	Issue Date
Single Drum Rotary Printing Machine	U.S.	7,347,141	3/25/2008


Pending Patent Application:

Application Number	Title	Jurisdiction	Filing Date
18/347,665	Gripper Link with a Movable Gripper	U.S.	7/6/2023

SCHEDULE 2

ASSIGNED MARKS

Unregistered Marks, Service Marks and Trade Names

1.	R.W. HARTNETT COMPANY
2.	R.W. HARTNETT
3.	 Hartnett