

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PAT1149962

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Check Corporation	07/31/2018
RECEIVING PARTY DATA	
Company Name:	Check Technology Solutions LLC
Street Address:	251 Little Falls Drive
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19808
PROPERTY NUMBERS Total: 15	
Property Type	Number
PCT Number:	US0204798
Application Number:	09531260
Application Number:	09689109
Application Number:	09804423
Application Number:	10175485
Application Number:	11460405
Application Number:	11673937
Application Number:	12414731
Application Number:	12054071
Application Number:	60896944
Application Number:	14884323
Application Number:	62136929
Application Number:	62064179
Application Number:	15643949
Application Number:	62359983
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>	
Phone:	(314)444-7600

Email: ipdept@lewisrice.com
Correspondent Name: Benjamin J. Siders
Address Line 1: 600 Washington Avenue
Address Line 2: Suite 2500
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: KAYLEE WOODS

SIGNATURE: KAYLEE WOODS

DATE SIGNED: 04/08/2024

Total Attachments: 5

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PATENT AND TRADEMARK ASSIGNMENT

This Patent and Trademark Assignment (the "Agreement"), executed and delivered as of this 31st day of July, 2018 (the "Effective Date"), by and between **Check Corporation**, a company organized and existing under the laws of the State of Michigan, USA, and having a principal place of business at 1800 Stephenson Highway, Troy, MI 48083, (Hereafter, "CHECK CORP" or Assignor) and **Check Technology Solutions LLC**, a Delaware limited liability company (hereafter "CHECK TECH" or Assignee).

WHEREAS, CHECK CORP is the owner of: 1) certain patents and patent applications identified in Schedule A attached hereto (hereafter the PATENTS); and 2) certain trademark registrations identified in Schedule B attached hereto (hereafter, the TRADEMARKS);

WHEREAS, CHECK TECH desires to acquire all right, title and interest in and to the PATENTS and TRADEMARKS; and

WHEREAS, CHECK CORP agrees to assign all rights in and to the PATENTS and TRADEMARKS to CHECK TECH;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, CHECK CORP and CHECK TECH hereby covenant and agree as follows:

1. As of the Effective Date, CHECK CORP hereby assigns, conveys, sells and transfers to CHECK TECH, its successors and assigns, for the territory of the United States of America and all foreign countries, the entire right, title and interest, including all priority rights under the International Convention associated with each country of the Union, in and to the PATENTS and in and to the inventions set forth in the PATENTS and any divisional, continuation or continuation-in-part application(s) thereof, and in and to any reissue or re-examination of any such PATENTS, and in and to any patent applications which may be filed on said invention in countries foreign to the United States and any Letters Patent granted thereon.

2. As of the Effective Date, CHECK CORP hereby assigns, conveys, sells and transfers to CHECK TECH, its successors and assigns, all right, title and interest in and to the TRADEMARKS, together with the goodwill symbolized thereby and together with the right to sue for and obtain full and effective relief in respect of every act of infringement of the TRADEMARKS occurring prior to the date of this Agreement.

3. CHECK CORP agrees to execute such instrument(s) as CHECK TECH deems necessary or desirable to vest in CHECK TECH sole ownership and all exclusive right, title and interest in and to the PATENTS and TRADEMARKS, and to enable CHECK TECH to record such rights in all countries as desired by CHECK TECH.

4. This Agreement shall inure to the benefit of the successors and assigns of the parties hereby and shall be binding upon their heirs, personal representatives, successors and assigns.

5. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and except as otherwise expressly stated herein, no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose.

6. The construction, validity and performance of this Agreement shall be governed by the laws of the State of Michigan, U.S.A. and, to the extent applicable, the federal laws of the United States of America, without recourse to the conflicts of laws provisions thereof. All disputes involving this Agreement shall be adjudicated exclusively in the Circuit Court for the County of Oakland, State of Michigan, or the U.S. District Court for the Eastern District of Michigan. Assignor and Assignee hereby acknowledge and consent to personal jurisdiction in the State of Michigan. Nothing in this Agreement is intended to constitute or shall be construed so as to constitute a partnership or joint venture between the parties. Each section, part, term or provision of this Agreement shall be considered severable. If, for any reason, a section is determined to be invalid or unenforceable, that section shall be deemed not part of this Agreement and it shall not impair the operation or effect of the remaining terms or provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day first above written.

EXECUTED by

Check Corporation:

Signature: *R.A.W.*
Printed Name: *Robert A. Wick*
Title: *President*

EXECUTED by

Check Technology Solutions LLC:

Signature: _____
Printed Name: _____
Title: _____

5. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein, and except as otherwise expressly stated herein, no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose.

6. The construction, validity and performance of this Agreement shall be governed by the laws of the State of Michigan, USA, and, to the extent applicable, the federal laws of the United States of America, without recourse to the conflicts of laws provisions thereof. All disputes involving this Agreement shall be adjudicated exclusively in the Circuit Court for the County of Oakland, State of Michigan, or the U.S. District Court for the Eastern District of Michigan. Assignor and Assignee hereby acknowledge and consent to personal jurisdiction in the State of Michigan. Nothing in this Agreement is intended to constitute or shall be construed so as to constitute a partnership or joint venture between the parties. Each section, part, term or provision of this Agreement shall be considered severable. If, for any reason, a section is determined to be invalid or unenforceable, that section shall be deemed not part of this Agreement and it shall not impair the operation or effect of the remaining terms or provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day first above written.

EXECUTED by

Check Corporation:

Signature: _____

Printed Name: _____

Title: _____

EXECUTED by

Check Technology Solutions LLC:

Signature: Wesley Jones


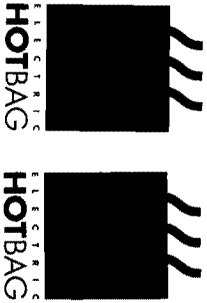
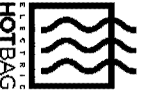

Printed Name: Wesley M. Jones

Title: President

SCHEDULE A - PATENTS

Country	Serial Number	Filing Date	Patent Number	Issue Date	Title	Inventor	Status
US	09/531,260	3/17/2000	6,169,270	1/2/2001	Sealed Food Container and Method of Ensuring Delivery of the Container in a Heated State	Robert Check	All Fees Paid - Expires 3-17-2020 All Fees Paid - Expires 3-17-2020
US	09/689,109	10/12/2000	6,248,981	6/19/2001			
US	09/804,423	3/12/2001	6,489,595	12/3/2002	Electric Heater for a Seat Assembly	Robert Check William R. Pannis Thomas A. Stuef	All Fees Paid - Expires 4-24-2021 All Fees Paid - Expires 10-8-2023 Annuity Due 2-19-2019
PCT	PCT/US02/04798	2/19/2002	n/a	n/a			
US	10/175,485	6/19/2002	7,131,187	11/7/2006	Portable Container with Temperature Control Chamber	Robert Check	11.5 Maintenance Fee Due 3-17-2020
CA	2,440,019	2/19/2002	2,440,019	4/29/2008			
JP			n/a	n/a	Vehicle Accessory Control System	William R. Pannis	11.5 Maintenance Fee Due 11-12-2020
US	11/460,405	7/27/2006	7,491,912	2/17/2009			
US	11/673,937	2/12/2007	7,530,851	5/12/2009	Heater System for an Aircraft Seat	William R. Pannis Corey S. Cassavant Thomas A. Stuef	11.5 Maintenance Fee Due 11-2-2021 (Jointly owned with Rockwell Collins, Inc. (fka EMTEQ, Inc.))
US	12/414,731	3/31/2009	n/a	n/a			
US	12/054,071	3/24/2008	7,823,967	11/2/2010	Portable Container with Temperature Controllable Compartment	Richard D. Larpenteur	3.5 Maintenance Fee Due 10-3-2021
US	60/896,944	3/26/2007	n/a	n/a			
US	14/884,323	10/15/2015	9,930,997	4/3/20189	Dual Heating Apparatus	Richard D. Larpenteur	First office action expected in 21 months
US	62/136,929	3/23/2015	n/a	n/a			
US	62/064,179	10/15/2014	n/a	n/a			
US	15/643,949	7/7/2017					
US	62/359,983	7/8/2016					

SCHEDULE B - TRADEMARKS

Country	Serial Number	Filing Date	Registration Number	Registered Date	Mark	Applicant	Status
US	75/716,942	6/1/1999	2,385,237	9/12/2000	 CHECK CORPORATION	Check Corporation	Second Renewal Due - 9-12-2020
UK	2,292,781	2/15/2002	2,292,781	11/22/2002	 ELECTRIC HOTBAG	Check Corporation	Second Renewal Due - 2-15-2022
US	87/276,198	12/21/2016	5,289,409	9/19/2017	 ELECTRIC HOTBAG	Check Corporation	Section 8 & 15 Due - 9-19-2023
US	76/097,432	7/27/2000	2,643,890	10/29/2002	 QUAL-TEMP	Check Corporation	Second Renewal Due - 10-29-2022