# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | ASSIGNMENT |

**CONVEYING PARTY DATA**

| Name | Execution Date |
|---|---|
| CHRIS HAWK | 01/10/2019 |
| JOHN HAWK | 01/10/2019 |
| CHARLES WILLIS | 01/10/2019 |
| DUSTIN HICKS | 01/10/2019 |
| SHAWN WILLIS | 01/11/2019 |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | LUBING MASCHINENFABRIK LUDWIG BENING GMBH & CO. KG |
| **Street Address:** | LUBINGSTRASSE 6 |
| **City:** | BARNSTORF |
| **State/Country:** | GERMANY |
| **Postal Code:** | 49406 |

**PROPERTY NUMBERS Total: 5**

| Property Type | Number |
|---|---|
| **Application Number:** | 62575339 |
| **Application Number:** | 62584394 |
| **Application Number:** | 16157066 |
| **Application Number:** | 16370954 |
| **PCT Number:** | EU2018000473 |

**CORRESPONDENCE DATA**

**Fax Number:** (404)581-5038

***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.***

**Phone:** 4045583670
**Email:** keats.quinalty@fisherbroyles.com
**Correspondent Name:** KEATS QUINALTY
**Address Line 1:** 945 EAST PACES FERRY, SUITE 2000
**Address Line 4:** ATLANTA, GEORGIA 30328

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|---|---|
| **ATTORNEY DOCKET NUMBER:** | 12199.003US2 |
| **NAME OF SUBMITTER:** | KEATS A. QUINALTY |

| | |
|---|---|
| **SIGNATURE:** | /Keats A. Quinalty/ |
| **DATE SIGNED:** | 05/14/2019 |

**Total Attachments: 9**
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## WORLDWIDE INVENTOR ASSIGNMENT, COVENANTS & DECLARATIONS

**WHEREAS**, We, (i) **Chris Hawk**, residing at 1730 Urban Trail, Apt. 302, Chattanooga, TN 37405 US, a United States citizen; (ii) **John Hawk**, having an address at 135 Corporate Drive S.W., Cleveland, TN 37311 US, a United States citizen; (iii) **Charles Willis**, residing at 5063 Benton Pike N.E., Cleveland, TN 37323 US, a United States citizen; (iv) **Dustin Hicks**, residing at 1160 Mt. Zion Rd. N.W., Georgetown, TN 37336 US, a United States citizen; and (v) **Shawn Willis**, residing at 121 Bell Circle, Cleveland, TN 37323 US, a United States citizen (hereinafter jointly referred to as the "Inventor(s) and "Assignor(s)"), have made, conceived, discovered, developed, designed, obtained, created, and/or reduced to practice certain new and useful inventions, improvements, features, aspects, components, modules, technologies, techniques, devices, systems, processes, methodologies, and know-how (hereinafter collectively referred to as "Inventions"), for which one or more application(s) for Letters Patent have been filed in the United States, in one or more foreign countries, and/or under the terms of the International (PCT) Patent Cooperation Treaty, said one or more applications for Letters Patent being set forth and more fully described in Exhibit A, attached hereto, wherein all of such applications listed in Exhibit A shall hereinafter collectively be referred to as the "Applications;"

**AND WHEREAS**, LUBING Maschinenfabrik Ludwig Bening GmbH & Co. KG, a company organized and existing under and by virtue of the laws of Germany, and having an office and place of business at Lubingstraße 6, Barnstorf, Germany (DE) 49406 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in and to the Inventions and the Applications, in and to any and all other applications related to the Inventions or claiming priority to or from which priority is claimed from any of the Applications and for which any one or more of the Inventors is identified as an inventor or co-inventor (hereinafter "Related Applications," also identified in Exhibit A), and in and to any and all Letters Patent that have been or may be issued by the United States or any other country for the Inventions or otherwise arising out of the Applications or out of any Related Applications;

**NOW THEREFORE**, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, that by our signatures set forth below and as of the last date indicated beside such signatures (whether such signatures are included on the same page or on separately executed pages), We, the Inventor(s) and Assignor(s), have sold, assigned, and transferred, and by these present do hereby sell, assign, and transfer unto the Assignee, its successors, assigns, and/or heirs, the entire right, title, and interest in and to:

(i) the Inventions; (ii) the Applications set forth in Exhibit A; (iii) the Related Applications, whether or not currently listed in Exhibit A or added to Exhibit A hereinafter by or at the request of the Assignee or its successors, assigns, or heirs; (iv) any and all other new and useful inventions, features, aspects, components, technologies, improvements, and know-how related to the Inventions, the Applications, or the Related Applications, but not otherwise included within the definition of the Inventions, the Applications, or the Related Applications; (v) any and all divisional applications, continuation or continuation-in-part applications, or any other renewals or extensions associated with the Applications or the Related Applications, (vi) any and all Letters Patent which may be granted directly from or that otherwise claim direct or indirect priority to any of the Applications or Related Applications, and (vii) any and all reissues and reexaminations of any of the Applications, Related Applications, or Letters Patent. Such sale, assignment, and transfer applies to any and all Applications and Related Applications already filed, filed contemporaneously with the execution of this Assignment, or filed after execution of this Assignment, and to any and all related Inventions and Letters Patent issued or granted by the United States or by any other country, including an assignment of any and all rights under the provisions of the International Convention. We, the Inventor(s) and Assignor(s), further authorize the Commissioner of Patents of the United States, the respective Commissioner of Patents in any foreign country, or the comparable Officer or Official in any foreign country to communicate directly with the Assignee, or its successors, assigns, heirs, and/or designated representatives, regarding any issues associated with the Applications and the Related Applications, and We hereby authorize any issue or grant of any Letters Patent from the Applications and the Related Applications to be in the name of, for the benefit of, and on behalf of the Assignee, as the assignee of the entire right, title, and interest in and to the same.

**AND**, for the aforesaid consideration, We, the Inventor(s) and Assignor(s), do hereby agree that We and our executors, heirs, and/or legal representatives will make, execute, and deliver to Assignee or to any designated representative of Assignee, in an expedited manner and upon reasonable request by Assignee or by Assignee's designated representative, any and all other written instruments including any and all further application papers, affidavits, declarations, assignments, and any other documents or statements reasonably requested by Assignee for the purpose of prosecuting, obtaining, maintaining, filing, transferring, or enforcing any of the Inventions, Applications, Related Applications, or Letters Patent. To the extent that We or our executors, heirs, and/or legal representatives are unwilling or unable, after reasonable request, as determined in the sole discretion of Assignee, to make, execute, or deliver to Assignee or to Assignee's designated representative, in an expedited manner, any such written instruments, We, the Inventor(s) and Assignor(s), do hereby each individually grant the Assignee, an authorized officer of the Assignee, Assignee's designated representative, or the Attorney(s) of Record associated with the Inventions, the

Applications, the Related Applications, or the Letters Patent, as designated by the Assignee from time to time or as otherwise confirmed by the official records of the United States Patent & Trademark Office, by the official records of the Patent Office in a relevant foreign country, or by a court of competent jurisdiction, a limited Power of Attorney to sign and execute any such written instrument on our behalf.

**AND**, for the aforesaid consideration, We, the Inventor(s) and Assignor(s), do hereby agree and covenant that We have communicated and will continue to communicate in a timely manner to the Assignee, its successors, assigns, heirs, and/or designated representatives, any and all facts or information now known or subsequently discovered or provided to us relating to the Inventions, the Applications, the Related Applications, or the Letters Patent, and the history thereof, including any and all facts or information necessary to understand and practice the Inventions, to prepare and file the Applications or the Related Applications, or any material facts or information that could impact upon the validity, enforceability, or allowability of any claim in any Application, Related Application, or Letters Patent (*see* Exhibit A). We do further agree and covenant that We will testify and cooperate, as necessary and as reasonably required by Assignee or by its successors, assigns, heirs, and/or designated representatives, in all legal proceedings and generally do all things which may be reasonably necessary or desirable more effectually to secure to and vest in the Assignee, its successors, assigns, and/or heirs the entire right, title, and interest in and to the Inventions, the Applications, the Related Applications, the Letters Patent, and in any other rights, titles, benefits, privileges, and advantages hereby sold, assigned and conveyed, or intended so to be. Further, We each, individually, covenant and agree that we shall take no affirmative action or, through inaction or omission, fail to act or communicate with Assignee or with its successors, assigns, heirs, and/or designated representatives, if such action or failure to act or communicate might cause harm or damage or otherwise undermine the value, validity, or enforceability of any of the Inventions, the Applications, the Related Applications, or the Letters Patent. Further, We, the Inventor(s) and Assignor(s), do hereby agree that we shall not assist, directly or indirectly, any third party in any attempt to invalidate or render unenforceable any of the Inventions, the Applications, the Related Applications, or the Letters Patent.

**AND**, furthermore, We, the Inventor(s) and Assignor(s), each individually and collectively do hereby authorize the Assignee, its successors, assigns, heirs, and/or designated representatives, or the current Attorney(s) of Record associated with the Inventions, the Applications, and the Related Applications, as designated by the Assignee or as otherwise confirmed by the official records of the United States Patent & Trademark Office or the official records of the relevant Patent Office in any other foreign country, to update and/or complete the listing and information associated with any of the Letters Patent, the Applications, and the Related Applications that are or should be designated and set forth in Exhibit A, as may be necessary from time to time and for purposes of updating the patent assignment records of the United States or of any other country.



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**AND**, furthermore, We each, individually, covenant and agree with the Assignee, its successors, assigns, and/or heirs that no assignment, grant, mortgage, lien, security interest, license, encumbrance, or any other agreement, promise, or obligation affecting or interfering with the rights and property herein conveyed has been made to others by any one or more of us and that the right to convey the entire right, title, and interest in and to the Inventions, the Applications, and the Related Applications, as herein expressed, is possessed by each one of us and is not subject to any claim or ownership by any current or prior employer of any of us or by any other known person or entity.

**AND**, furthermore, We do each hereby declare and affirm that (i) our name, address, and citizenship indicated in the first paragraph of this Assignment is correct and accurate as of the date of our signatures below; (ii) We verily believe that We are the original, first and sole inventor (if only one name is listed below) or joint inventors (if plural inventors are named below) of the subject matter which is claimed and for which one or more Letters Patent are sought in the Applications and the Related Applications set forth in Exhibit A; (iii) We have reviewed and understand the contents of the specifications, including the claims, as originally-filed or amended hereinafter, contained within the Applications and the Related Applications set forth in Exhibit A; (iv) We claim foreign priority benefits if any, under Title 35, United States Code, § 119/365 of any foreign application(s) for patent or inventor's certificate listed in the Application Data Sheet corresponding to each respective Application and Related Application set forth in Exhibit A and have also identified in the relevant Application Data Sheet any foreign application for patent or inventor's certificate having a filing date before that of the application which claims such priority; (v) We hereby claim the benefit under Title 35, United States Code, § 120/365 of any United States and PCT international application(s) listed in the Application Data Sheet corresponding with each respective Application and Related Application set forth in Exhibit A and, insofar as the subject matter of each of the claims presented in each of the respective Applications and Related Applications set forth in Exhibit A is not disclosed in the prior United States application listed in the Application Data Sheet and in the manner provided by the first paragraph of Title 35, United States Code, § 112; (vi) We hereby acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a), which occurred between the filing date of each such application from which priority benefit is claimed and the national or PCT international filing date of each respective Application and Related Application set forth in Exhibit A that claims such priority benefit; (vii) We hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed in the Application Data Sheet corresponding with each respective Application and Related Application set forth in Exhibit A; and, finally, (viii) We acknowledge the duty to disclose information that is material to the patentability of the claims of each of the respective Applications and Related Applications set forth in Exhibit A, in accordance with Title 37, Code of Federal Regulations, § 1.56 (reprinted below in Exhibit B).

**AND**, furthermore, until further notice or subsequent filing of a change of Power of Attorney or correspondence address filed by Assignee or its successors, assigns, heirs, and/or designated representatives, We do hereby appoint the attorney(s) and/or patent agent(s) associated with the below Customer Number to prosecute this application and to transact all business in the U.S. Patent & Trademark Office connected herewith and, specifically, respectfully request that the U.S. Patent & Trademark Office direct all correspondence in this case to the attention of Jack D. Todd (US Pat. Bar # 44,375) at the email and physical addresses associated with:

## CUSTOMER NUMBER 102188

We hereby authorize the attorney(s) and/or patent agent(s) associated with the above Customer Number to act and rely upon instructions from and communicate directly with the Assignee, its successors, assigns, heirs, and/or designated representatives. We each hereby declare and acknowledge, individually and jointly, that the mere execution of this Assignment and Declaration, and the grant of a power of attorney, does not in itself establish an attorney-client relationship between any of the undersigned and the law firm of Todd Partners, P.C., or any of its attorneys. Thus, we further acknowledge that we do not have a direct attorney-client relationship with the attorney(s) and/or patent agent(s) associated with the above Customer Number and that such attorney-client relationship, if any, only exists between such attorney(s), their patent agent(s), and the Assignee. We acknowledge that our communications with the attorney(s) and/or patent agent(s) associated with the above Customer Number are only protected and covered as attorney-client communications as part of Assignee's attorney-client relationship to the extent to which we are employees or agents of Assignee or are otherwise contractually obligated to Assignee to communicate with such attorney(s) and/or patent agent(s) with respect to the Inventions, the Applications, the Related Applications, and the Letters Patent. We each acknowledge and understand that we have the right and have been given the prior opportunity to obtain our own legal representation and to consult with an attorney of our own choosing with regard to our relationship with Assignee and execution of this Assignment.

**IN CONCLUSION,** We each individually hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of any application, or any patent issued thereon, associated with such statements.

[SIGNATURE PAGE(S) FOLLOW]



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IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of January 2019.

(x) _____

Inventor/Assignor (printed name): **Chris Hawk**

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10 day of Jan 2019.

(x) _____

Inventor/Assignor (printed name): **John Hawk**

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10 day of January 2019.

(x) _____

Inventor/Assignor (printed name): **Charles Willis**

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10 day of January 2019.

(x) B. Dustin Hicks

Inventor/Assignor (printed name): **Dustin Hicks**

IN TESTIMONY WHEREOF, I have hereunto set my hand this 11 day of January 2019.

(x) _____

Inventor/Assignor (printed name): **Shawn Willis**

# Exhibit A

1. Application(s) Initially Covered By This Inventor Assignment, Covenants, and Declarations:

(a) US Provisional Patent Application No. 62/575,339, filed October 20, 2017;

(b) US Provisional Patent Application No. 62/584,394, filed November 11, 2017;

(c) US Non-Provisional Patent Application No. 16/157,066, filed October 10, 2018, entitled "SELF-BALANCING POULTRY WATER DISTRIBUTION SYSTEM," which incorporates by reference and claims priority benefit to patent applications (a) and (b) above;

(d) PCT/EU2018/000473, filed October 17, 2018, which claims priority benefit to patent applications (a), (b), and (c) above.

2. Related Application(s) Subsequently Filed and Covered By This Inventor Assignment, Covenants, and Declarations (*to be completed by Assignee or Attorney of Record as Additional Filings Are Made, after the date of the above signatures, that are Related to or Otherwise Claim Priority to One or More of the Applications set forth above in Section 1*):

(e) None yet.

# Exhibit B

**§ 1.56 Duty to Disclose Information Material to Patentability [*in the United States*].**

(a) A patent by its very nature is affected with a public interest. The public interest is best served, and the most effective patent examination occurs when, at the time an application is being examined, the Office is aware of and evaluates the teachings of all information material to patentability. Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section. The duty to disclose information exists with respect to each pending claim until the claim is canceled or withdrawn from consideration, or the application becomes abandoned. Information material to the patentability of a claim that is canceled or withdrawn from consideration need not be submitted if the information is not material to the patentability of any claim remaining under consideration in the application. There is no duty to submit information which is not material to the patentability of any existing claim. The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98. However, no patent will be granted on an application in connection with which fraud on the Office was practiced or attempted or the duty of disclosure was violated through bad faith or intentional misconduct. The Office encourages applicants to carefully examine:

(1) prior art cited in search reports of a foreign patent office in a counterpart application, and

(2) the closest information over which individuals associated with the filing or prosecution of a patent application believe any pending claim patentably defines, to make sure that any material information contained therein is disclosed to the Office.

(b) Under this section, information is material to patentability when it is not cumulative to information already of record or being made of record in the application, and

(1) It establishes, by itself or in combination with other information, a prima facie case of unpatentability of a claim; or



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(2) It refutes, or is inconsistent with, a position the applicant takes in:

(i) Opposing an argument of unpatentability relied on by the Office, or

(ii) Asserting an argument of patentability.

A prima facie case of unpatentability is established when the information compels a conclusion that a claim is unpatentable under the preponderance of evidence, burden-of-proof standard, giving each term in the claim its broadest reasonable construction consistent with the specification, and before any consideration is given to evidence which may be submitted in an attempt to establish a contrary conclusion of patentability.

(c) Individuals associated with the filing or prosecution of a patent application within the meaning of this section are:

(1) Each inventor named in the application:

(2) Each attorney or agent who prepares or prosecutes the application; and

(3) Every other person who is substantively involved in the preparation or prosecution of the application and who is associated with the inventor, with the assignee or with anyone to whom there is an obligation to assign the application.

(d) Individuals other than the attorney, agent or inventor may comply with this section by disclosing information to the attorney, agent, or inventor.

(e) In any continuation-in-part application, the duty under this section includes the duty to disclose to the Office all information known to the person to be material to patentability, as defined in paragraph (b) of this section, which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.