

**PATENT ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2835888

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CARBIS HOLDINGS, INC.	04/30/2014
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SAM CARBIS ASSET MANAGEMENT, LLC
<b>Street Address:</b>	1430 WEST DARLINGTON STREET
<b>City:</b>	FLORENCE
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29501
<b>PROPERTY NUMBERS Total: 18</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	12868043
Application Number:	13150655
Application Number:	12892316
Application Number:	12986593
Application Number:	13325888
Application Number:	13432569
Application Number:	13222952
Application Number:	13930302
Application Number:	13911420
Application Number:	13911237
Application Number:	14018007
Application Number:	13606875
Application Number:	13616138
Application Number:	13777371
Application Number:	13898654
Application Number:	13919506
Application Number:	13905614
Application Number:	61861693
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(864)240-3300
<b>PATENT</b>	

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 864-240-3246  
**Email:** bhickey@hsblawfirm.com  
**Correspondent Name:** BRYAN FRANCIS HICKEY  
**Address Line 1:** ONE NORTH STREET, 2ND FL  
**Address Line 4:** GREENVILLE, SOUTH CAROLINA 29601

<b>ATTORNEY DOCKET NUMBER:</b>	37598-2
<b>NAME OF SUBMITTER:</b>	BRYAN FRANCIS HICKEY REG. NO. 28,386
<b>SIGNATURE:</b>	/Bryan Francis Hickey Reg. No. 28,386/
<b>DATE SIGNED:</b>	04/30/2014

**Total Attachments: 4**

source=Carbis patent app assignment CHI-SCA2#page1.tif  
source=Carbis patent app assignment CHI-SCA2#page2.tif  
source=Carbis patent app assignment CHI-SCA2#page3.tif  
source=Carbis patent app assignment CHI-SCA2#page4.tif

## AMENDED AND RESTATED INTELLECTUAL PROPERTY ASSIGNMENT

*THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment")*, is made effective as of January 3, 2014, immediately after the merger of ALUMINUM LADDER COMPANY and CARBIS, INC. into CARBIS HOLDINGS, INC. (the "*Effective Date*"), by and between CARBIS HOLDINGS, INC., a South Carolina corporation ("*Assignor*"), and SAM CARBIS ASSET MANAGEMENT, LLC, a Delaware limited liability company, with an address at 1430 West Darlington Street, Florence, South Carolina 29501 ("*Assignee*").

*WHEREAS*, the inventors identified in the patent applications listed below have invented certain new and useful improvements in connection with various inventions referred to in those patent applications (hereinafter the inventions and inventive subject matter is collectively referred to as the "*Inventions*"), for which Assignor's predecessors in title have filed the utility or other patent applications for United States Letters Patent on the dates set forth below ("*Patent Applications*");

Title	Serial #	Filed Date
1. PIVOTING HANDRAIL SYSTEM	12/868,043	8/25/2010
2. IMPROVED CEMENT INDUSTRY GANGWAY AND SAFETY CAGE	13/150,655	6/1/2011
3. FOOT LOCK ROLLER ASSEMBLY	12/892,318	9/28/2010
4. PIVOT BLOCK CONNECTION	12/986,593	1/7/2011
5. RAILCAR MAINTENANCE CREEPER	13/525,888	12/14/2011
6. CROSSBAR ASSEMBLY	13/432,569	3/28/2012
7. MOBILE BULK CARRIER/ACCESS/FALL PROTECTION SYSTEM	13/222,952	8/31/2011
8. ADJUSTABLE WORK SURFACE FOR LARGE IRREGULARLY SHAPED OBJECTS	13/930,302	6/28/2013
9. AUTOMATIC LOCKING DEVICE FOR TRACK MOUNTED GANGWAY	13/911,420	6/6/2013
10. CEMENT INDUSTRY GANGWAY	13/911,237	6/6/2013
11. RAILCAR MAINTENANCE CREEPER	14/018,007	9/4/2013
12. FLATBED LOADING SYSTEM WITH SELF-ALIGNING PLATFORMS	13/606,875	9/7/2012
13. LOADING ARM WITH HATCH PLATE FOR TOP HATCH OF TRANSPORT TANK	13/616,138	9/14/2012
14. FALL PROTECTION CAGE WITH ADJUSTABLE OUTBOARD UPRIGHT	13/777,371	2/26/2013
15. SELF-SUPPORTING FLEXIBLE SUPPORT FOR FLEXIBLE HOSE THAT TRANSPORTS PRODUCTS FROM BULK TRANSPORT TANK	13/898,654	5/21/2013
16. ADAPTABLE PLATFORM FOR LOADING AND UNLOADING RAILWAY CARS	13/919,506	6/17/2013
17. PORTABLE LIQUID TRANSLOADER	13/905,614	5/30/2013
18. IMPROVED HINGE ACCESS PANELS	61/861,693	8/2/2013

*WHEREAS*, the Assignor is the survivor of a merger effective January 3, 2014, with ALUMINUM LADDER COMPANY a South Carolina Corporation, and CARBIS, INC., a South Carolina corporation (the "*Merger*");

WHEREAS, as a result of the Merger, Assignor owns the entire right, title, and interest in the Inventions, the Patent Applications, any applications claiming priority thereon and any patents granted in connection therewith, and any other intellectual property rights arising therefrom (the "*Patent Rights*");

WHEREAS, subject to the terms and conditions of this Assignment, Assignor desires to assign to Assignee, and Assignee desires to acquire the entire right, title and interest in and to said Inventions, and in and to any Letters Patent that may be granted therefor in the United States and its territorial possessions, and in any and all foreign countries, and to accept all of Assignor's right, title and interest in and to the Patent Rights of any nature whatsoever;

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Patent Rights to Assignee;

WHEREAS, Assignor and Assignee desire this assignment and transfer of Patent Rights to be effective immediately after the Merger;

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein by reference, the mutual covenants and conditions contained herein, and One Hundred Eighty Nine Thousand and 00/100 dollars (\$189,000.00) payable in accordance with Assignee's promissory note dated January 3, 2014, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby:

1. sells, assigns, transfers and sets over to Assignee the entire right, title and interest and exclusive rights in and to the Patent Rights, together with any and all rights, privileges and advantages thereto, including without limitation, the entire right, title, and interest in any patent rights now existing or hereafter developed by Assignor related to said Inventions, and the right to take actions related to the rights and to assert any and all causes of action heretofore accrued in Assignor's favor for infringement thereof, and the right to recover and have damages and profits for past infringement, in all countries, territories and possessions throughout the world and throughout the universe in accordance with the laws thereof, to the full extent of such rights (including the right to claim priority under the terms of applicable international conventions and treaties and arrangements) and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and to any and all divisions, reissues, continuations, continuations-in-part, substitutions, reexaminations, and extensions to be obtained therefor;
2. warrants that to its knowledge, it has the full right to convey the entire right, title, and interest herein assigned; that it has not executed and will not execute any license, assignment, security interest or other instrument in conflict herewith; and that no other person or entity has any title or ownership or security interest in the Patent Rights;
3. authorizes and requests the United States Patent and Trademark Office, all applicable

U.S. territorial possession authorities, all state officials and governmental offices, and other issuing authority(ies) throughout the world to recognize Assignee as sole assignee of the Patent Rights and to issue any and all Letters Patent, when granted to Assignee for the use of Assignee, its successors and assigns, and licensees exclusively for the full terms for which said Letters Patent may be granted;

4. consents and agrees to communicate to Assignee or its representative any facts known respecting the Inventions and to take any further action, if any, whenever requested, and to testify, if necessary, in any legal proceeding, and to execute and deliver on request all lawful papers required to make any of the foregoing provisions effective; and to perform the aforesaid action, communication, execution and delivery, without any payment, and generally to do everything possible to aid the said Assignee, its successors, legal representatives or assigns to enforce its rights to the Patent Rights in all countries; and Assignor makes these provisions binding on its successors and assigns; and
5. authorizes and requests the applicable patent prosecution counsel identified in each of the above referenced applications to take any such action as that prosecution counsel deems appropriate related to this Assignment in connection with the prosecution of the Applications.

Subject to the terms of this Assignment, upon execution by a duly authorized representative, Assignee accepts this Assignment of the Patent Rights. Assignor and Assignee further agree, without limiting Assignor's Agreements above, at the other party's request, whether on or after the date hereof, and without further consideration, that each party shall execute and deliver any and all further instruments and documents, and take such further actions as the other may reasonably request or as may reasonably be required in order more effectively carry out the provisions of this Assignment.

This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to such subject matter, including a previously signed draft of this Assignment. The terms of this Assignment shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In case any provision of this Assignment shall be invalid, illegal or unenforceable, it shall be deemed deleted except that it shall to the extent permissible under applicable law be construed and enforced to the fullest extent permitted under applicable law and to retain as nearly as practicable the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. No amendment of any provision of this Assignment shall be valid unless the amendment is in writing and signed by both parties. No waiver of any provision of this Assignment shall be valid unless the waiver is in writing and signed by the waiving party. No waiver by either party of any breach of this Assignment shall be deemed to extend to any other breach hereunder or affect in any way any rights arising by virtue of any other such occurrence. This Assignment may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same document.

This Assignment shall be construed and enforced according to the laws of the State of South Carolina, exclusive of the State of South Carolina's rules regarding choice of law.

The parties have caused this Assignment to be duly executed by their respective authorized representatives on the date shown below, all to be effective as of the Effective Date.

ASSIGNOR:

CARBIS HOLDINGS, INC.

ASSIGNEE:

SAM CARBIS ASSET MANAGEMENT, LLC

By: Samuel C. Cramer

Print Name: Samuel C. Cramer

Its: President

By: Scott Cramer

Print Name: Scott Cramer

Its: President

STATE OF South Carolina )  
 )  
COUNTY OF Florence )

ACKNOWLEDGMENT

On this 30th day of April, 2014, personally, appeared Samuel C. Cramer (ASSIGNOR), and Scott Cramer (ASSIGNEE), and each acknowledged that he/she executed the foregoing Amended and Restated Intellectual Property Assignment on its and his/her behalf and pursuant to authority duly received as his/her free act and deed.

Ronald W. Bennett  
Notary Public for South Carolina  
My Commission expires: Oct. 7, 2016

DM-2215054 V.3