

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3335967

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CARBON 4 LLC	04/30/2015
RECEIVING PARTY DATA		
Name:	RBI ACQUISITION, LLC	
Street Address:	1030 DORIS RD.	
City:	AUBURN HILLS	
State/Country:	MICHIGAN	
Postal Code:	48326	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	7350671
	Patent Number:	D528344
CORRESPONDENCE DATA		
Fax Number:	(248)268-7801	
<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:	248.268.7800	
Email:	francis@korolaw.com	
Correspondent Name:	FRANCIS N. RODRIGUEZ	
Address Line 1:	550 W. MERRILL ST., STE 100	
Address Line 4:	BIRMINGHAM, MICHIGAN 48009	
NAME OF SUBMITTER:	FRANCIS N. RODRIGUEZ	
SIGNATURE:	/Francis N. Rodriguez/	
DATE SIGNED:	05/01/2015	
Total Attachments: 5		
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "**Assignment**") is made and entered into as of April 30, 2015 (the "**Effective Date**"), among RBIowa, LLC, a Texas limited liability company ("**RBIowa**"), Carbon 4 LLC, a Texas limited liability company ("**Carbon**"), River Bend Industries, LLC, a Texas limited liability company ("**River Bend**"; RBIowa, Carbon and River Bend are individually and collectively referred to herein as "**Assignor**"), and RBI Acquisition, LLC, a Michigan limited liability company ("**Assignee**"), pursuant to that certain Asset Purchase Agreement dated as of April 24, 2015 (the "**Purchase Agreement**"), among Assignor, Assignee, and the Owners. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

Recitals

Pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor, certain Purchased Assets, including without limitation the Patents (as defined below) of Assignor. Pursuant to the Purchase Agreement, Assignor has agreed to execute and deliver to Assignee this Assignment.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications that are Related to the Business and (i) that are owned by Assignor or (ii) in which Assignor has a proprietary interest, as listed on Schedule A attached hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "**Patents**").

NOW, THEREFORE, for and in exchange for the purchase price set forth in the Purchase Agreement, the receipt of which is acknowledged, as of the Effective Date, Assignor assigns to Assignee, and Assignee accepts the assignment and transfer of, all of Assignor's worldwide right, title and interest in, to and under the Patents. This Assignment includes, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, other applications or patents claiming the benefit of the filing date of any such Patent, or foreign equivalents of the Patents, and includes the subject matter of all claims that may be obtained therefrom, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives from and after the Effective Date, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. This Assignment further includes all income, royalties, damages, or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Patents, together with the right to sue for and to collect such damages for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.


Assignor authorizes and requests the Director of the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any other applicable countries, to record Assignee as owner of the Patents.

Assignor shall, at Assignee's expense, take reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment. This includes, without limitation, any of the following: (1) assistance with the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) assistance with the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Patents and this Assignment; (3) assistance with obtaining any additional patent protection relating to any of the rights assigned herein that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.


This Assignment is signed by the authorized representatives of the Assignor and Assignee as of the Effective Date.

ASSIGNOR:


RBIOWA, LLC

By: 
Name: Ronald Embree
Title: Chief Executive Officer

CARBON 4 LLC

By: 
Name: Ronald Embree
Title: Chief Executive Officer

RIVER BEND INDUSTRIES, LLC

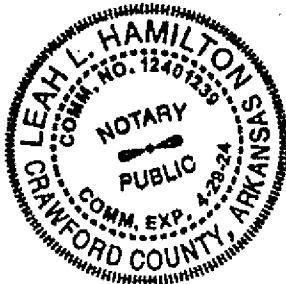
By: 
Name: Ronald Embree
Title: Chief Executive Officer

[Acknowledgment and Acceptance page follows]

Acknowledgement:

State of AR)
County of Sebastian)

The foregoing instrument was acknowledged before me on April 30, 2015, by
Ron Embler, the CEO of Assignor, on behalf of each said company



Accepted by:

Leah L. Hamilton
Notary Public

ASSIGNEE:

RBI ACQUISITION, LLC

By: _____
Name: David K. Puro
Its: Vice President and General Counsel

State of Michigan)
County of Oakland)

The foregoing instrument was acknowledged before me on _____, 2015, by David
K. Puro, the Vice President and General Counsel of Assignee, on behalf of each said company

Notary Public

Acknowledgement:

State of _____)
County of _____)

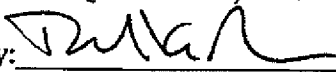
The foregoing instrument was acknowledged before me on _____, 2015, by _____, the _____ of Assignor, on behalf of each said company

Notary Public

Accepted by:

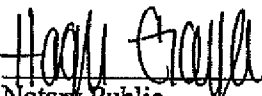
ASSIGNEE:

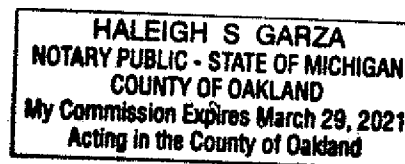
RBI ACQUISITION, LLC

By: 
Name: David K. Puro
Its: Vice President and General Counsel

State of Michigan)
County of Oakland)

The foregoing instrument was acknowledged before me on April 30, 2015, by David K. Puro, the Vice President and General Counsel of Assignee, on behalf of each said company


Notary Public



SCHEDULE A

Registered Patents

Title	Patent No.	Issue Date
Multi-User Transformable Water Cooler	7,350,671	April 1, 2008
Water Cooler with Retractable Legs (Design Patent)	D528,344	September 19, 2006

Pending Patent Applications

Title	Application No.	Filing Date