503318902 05/22/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3365521

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

#### **CONVEYING PARTY DATA**

| Name             | Execution Date |
|------------------|----------------|
| CINTA TOOLS, LLC | 05/18/2015     |

#### **RECEIVING PARTY DATA**

| Name:                             | COLUMBIA TAPING TOOLS LTD. |  |
|-----------------------------------|----------------------------|--|
| Street Address: 19169 21ST AVENUE |                            |  |
| Internal Address:                 | SUITE A                    |  |
| City: SURREY, BRITISH COLUMBIA    |                            |  |
| State/Country: CANADA             |                            |  |
| Postal Code:                      | V3Z 3M3                    |  |

## **PROPERTY NUMBERS Total: 12**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 7473085  |
| Patent Number:      | 8105058  |
| Patent Number:      | 8272105  |
| Patent Number:      | 8356548  |
| Application Number: | 12697825 |
| Application Number: | 12697839 |
| Application Number: | 12729106 |
| Application Number: | 12729113 |
| Application Number: | 13027044 |
| Application Number: | 13218664 |
| Application Number: | 13549811 |
| Application Number: | 13745906 |

#### **CORRESPONDENCE DATA**

**Fax Number:** (602)382-6070

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:** 602-382-6551

Email: ipdocket@swlaw.com, rricks@swlaw.com
Correspondent Name: SNELL & WILMER L.L.P. RYAN D. RICKS

Address Line 1: 400 EAST VAN BUREN

PATENT

503318902 REEL: 035697 FRAME: 0947

Address Line 2: ONE ARIZONA CENTER Address Line 4: PHOENIX, ARIZONA 85004-2202 **ATTORNEY DOCKET NUMBER:** 68880.00001 **NAME OF SUBMITTER:** RYAN D. RICKS **SIGNATURE:** /Ryan D. Ricks/ **DATE SIGNED:** 05/22/2015 **Total Attachments: 6** source=6888000001ASN#page1.tif source=6888000001ASN#page2.tif source=6888000001ASN#page3.tif source=6888000001ASN#page4.tif source=6888000001ASN#page5.tif source=6888000001ASN#page6.tif

> PATENT REEL: 035697 FRAME: 0948

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "IP Assignment"), dated as of May 18, 2015, is made by Cinta Tools, LLC, an Arizona limited liability company ("Cinta") in favor of Columbia Taping Tools Ltd., a British Columbia company ("Buyer"), the purchaser of certain assets of Cinta pursuant to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement").

WHEREAS, Cinta desires to assign to Buyer, and Buyer desires to accept and acquire, all of Cinta's right, title, and interest in and to all of the intellectual property and intangibles listed on Exhibit A of this Assignment (collectively, the "Assigned Intellectual Property");

NOW THEREFORE, the parties agree as follows:

- 1. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. Cinta does hereby sell, transfer, convey, assign, grant, set over and deliver to Buyer, and Buyer hereby accepts, all of Cinta's right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances in favor of any person or entity other than Buyer, together with the goodwill pertaining thereto, and together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Buyer and Buyer's successors, assigns, designees, nominees and other legal representatives, all of the foregoing to be held by Buyer for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Cinta if this Assignment and sale had not been made.
- 3. Cinta represents and warrants that it possesses the unencumbered right and authority to make this Assignment. Cinta further represents, warrants and covenants that the execution and delivery of this Assignment does not breach any agreement to which Cinta is a party, and Cinta has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.
- 4. As may be requested by Buyer or its designee or other legal representative from time to time after the date hereof, Cinta agrees to assist Buyer, or Buyer's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Intellectual Property and (ii) secure Buyer's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Buyer deems necessary to assign and convey to Buyer, or Buyer's successors, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

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- 5. Cinta hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to Buyer or Buyer's successors, assigns and other legal representatives in accordance with the terms of this instrument.
- 6. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.
- 7. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) 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 State of Arizona.

[SIGNATURE PAGE FOLLOWS]

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21637840.2

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

| Assignment as of the date first above written |  |
|---|--|
|   | SELLER:  |
|   | CINTA TOOLS, LLC                                 |
|   | By: Werner Schlackt                              |
|   | Name: WERNER SCHLECHT                            |
|   | Name: WERNER SCHLECHT  Title: Manager and Member |
| AGREED TO AND ACCEPTED:                       |  |
| AGREED TO AND ACCEPTED:                       |  |
|   | BUYER:   |
|   | COLUMBIA TAPING TOOLS LTD.                       |
|   | By:  |
|   | Name:  |
|   | TOTAL  |

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

| O .                     |                            |
|-------------------------|----------------------------|
|                         | SELLER:                    |
|                         | CINTA TOOLS, LLC           |
|                         | By:                        |
|                         | Name:                      |
|                         | Title:                     |
|                         |                            |
| AGREED TO AND ACCEPTED: |                            |
|                         | BUYER:                     |
|                         | COLUMBIA TAPING TOOLS LTD. |
|                         | ву:                        |
|                         | Name: Flot St. James       |
|                         | Title: <u>VP./6/4/</u>     |

# EXHIBIT A

#### ASSIGNED INTELLECTUAL PROPERTY

## Issued U.S. Patents

| Title  | Patent No. | Issued             | Status                                       |
|--|------------|--------------------|--|
| Drywall Finishing Tool   | 7,473,085  | January 6, 2009    | 7.5 year<br>Maintenance Fee<br>due 7/6/2016  |
| Drywall mud pump with improved connection between the piston and the rod             | 8,105,058  | January 31, 2012   | 3.5 year<br>Maintenance Fee<br>due 7/31/2015 |
| Extendable linkage, extendable<br>handle, and drywall tool with<br>extendable handle | 8,272,105  | September 25, 2012 | 3.5 year<br>Maintenance Fee<br>due 3/25/2016 |
| Hydraulic apparatus, handle, and<br>method of providing an extendable<br>handle      | 8,356,548  |                    | 3.5 year<br>Maintenance Fee<br>due 7/22/2016 |

# U.S. Patent Applications

| Title   | Serial No. | Filing Date       | Status    |
|---|------------|-------------------|-----------|
| DRYWALL MUD PUMP WITH<br>CLAMP OR IMPROVED FOOT<br>VALVE                                    | 12/697,825 | February 1, 2010  | Abandoned |
| DRYWALL MUD PUMP WITH<br>IMPROVED HANDLE  | 12/697,839 | February 1, 2010  | Abandoned |
| TOOL FOR DISPENSING DRYWALL<br>JOINT COMPOUND   | 12/729,106 | March 22, 2010    | Abandoned |
| APPARATUS FOR DISPENSING<br>VISCOUS FLUID, TOOL FOR<br>DISPENSING DRYWALL JOINT<br>COMPOUND | 12/729,113 | March 22, 2010    | Abandoned |
| STILTS AND METHOD OF<br>IMPROVING SAFETY OR<br>REDUCING WEIGHT                              | 13/027,044 | February 14, 2011 | Abandoned |
| STILTS WITH NON-CIRCULAR<br>SUPPORT POLE AND METHOD OF<br>IMPROVING SAFETY                  | 13/218,664 | August 26, 2011   | Abandoned |

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| FLAT BOX, TOOL, AND METHOD<br>OF DISPENSING DRYWALL JOINT<br>COMPOUND              | 13/549,811 | July 16, 2012    | Abandoned |
|--|------------|------------------|-----------|
| HYDRAULIC APPARATUS,<br>HANDLE, AND METHOD OF<br>PROVIDING AN EXTENDABLE<br>HANDLE | 13/745,906 | January 21, 2013 | Abandoned |

#### Common Law Trademarks

CINTA TOOLS

#### **Domain Names**

cintatools.com

#### Common Law Rights

All Cinta trademarks, brand names, designs, artworks, logos, works of authorship, schematic drawings and part prints, and all variations and derivations thereof.

All copyright interest in and to any asset listed in this Exhibit A.

Nothing herein shall be construed to limit the provisions of the Purchase Agreement as they relate to the Assigned Intellectual Property that is being conveyed to Buyer.

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