503413259 07/29/2015

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3459893

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

#### **CONVEYING PARTY DATA**

| Name               | Execution Date |
|--------------------|----------------|
| ISIMET, LLC        | 06/17/2015     |
| MAPA PRODUCTS, LLC | 06/17/2015     |
| PHILIP A. PARKER   | 06/17/2015     |
| MARGARET A. PARKER | 06/17/2015     |

#### **RECEIVING PARTY DATA**

| Name:           | ISIMET / MAPA, LLC     |  |
|-----------------|------------------------|--|
| Street Address: | 103 W. CJ WISE PARKWAY |  |
| City:           | NAPLES                 |  |
| State/Country:  | TEXAS                  |  |
| Postal Code:    | 75568                  |  |

#### **PROPERTY NUMBERS Total: 9**

| Property Type       | Number   |
|---------------------|----------|
| Patent Number:      | 7143779  |
| Patent Number:      | 7314057  |
| Patent Number:      | 6536717  |
| Patent Number:      | 7475513  |
| Patent Number:      | 6775593  |
| Patent Number:      | 6757589  |
| Patent Number:      | 6990393  |
| Patent Number:      | 8543225  |
| Application Number: | 13975156 |

#### **CORRESPONDENCE DATA**

(303)863-0223 Fax Number:

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: 303-863-9700

Email: gbovenkamp@sheridanross.com

**Correspondent Name:** SHERIDAN ROSS P.C. Address Line 1: 1560 BROADWAY

Address Line 2: **SUITE 1200** 

**REEL: 036205 FRAME: 0055** 503413259

PATENT -

| Address Line 4: DEN     | ess Line 4: DENVER, COLORADO 80202-5141 |  |  |  |
|-------------------------|---|--|--|--|
| ATTORNEY DOCKET NUMBER: | 5564-300 SERIES                         |  |  |  |
| NAME OF SUBMITTER:      | CRAIG W. MUELLER                        |  |  |  |
| SIGNATURE:              | /Craig W. Mueller/                      |  |  |  |
| DATE SIGNED:            | 07/29/2015                              |  |  |  |

#### **Total Attachments: 15**

source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page1.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page2.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page3.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page4.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page5.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page6.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page7.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page8.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page10.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page11.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page11.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page12.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page13.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page13.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page14.tif source=ASSIGNMENT\_AND\_CONFIRMATORY\_ASSIGNMENT#page15.tif

### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated effective as of February 2, 2015, is made by ISIMET, LLC, a Texas limited liability company ("ISIMET"); MAPA Products, LLC, a Texas limited liability company ("MAPA"); and Philip A. Parker and Margaret A. Parker, individuals (collectively with ISIMET and MAPA, the "Seller") located at 103 W. CJ Wise Parkway, Naples, TX 75568, in favor of ISIMET / NAPA, LLC, a Colorado limited liability company ("Assignee"), the assignee of certain assets of Seller pursuant to that Asset Purchase Agreement by and among Seller and WCM Industries, Inc., a Colorado corporation ("Buyer"), dated as of February 2, 2015 (the "Asset Purchase Agreement"). Capitalized terms used but not defined herein shall have the meaning attributed them in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Assignee, as an affiliate and assignee of Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

#### NOW THEREFORE, The parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including without limitation the consideration contemplated in the Asset Purchase Agreement, Seller hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):
- (a) all inventions related to the Business that are currently known, in use or under development, whether or not yet reduced to practice and whether or not the subject of a patent or patent application, and all patents and patent applications filed anywhere in the world, including but not limited to the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all trade names, trademarks, service marks, logos, trade dress, and similar rights, together with all trademark registrations and applications filed anywhere in the world, including but not limited to the trademark registrations and applications set forth on Exhibit B hereto and all issuances, extensions and renewals thereof (the

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"Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

- (c) All original works of authorship and all copyrights (registered and unregistered) associated therewith;
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.
- 3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

- 4. <u>Counterparts</u>. 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, email 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.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP Assignment and all disputes and controversies arising hereunder shall be governed by and construed in accordance with the laws of the State of Texas without reference to such state's principles of conflicts of law. The parties hereto agree to pursue any dispute, controversy or claim arising under this IP Assignment pursuant to the applicable provisions of the Asset Purchase Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be duly executed and delivered effective as of the date first written above.

#### ASSIGNEE:

ISIMET / MAPA, LLC,

a Colorado limited liability company

STATE OF TEXAS

COUNTY OF MOYES

The foregoing instrument was acknowledged before me this 2 day of January, 2015, by Stephen D. Woodford, as Manager of ISIMET / MAPA, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

JENNIFER GOLDEN Notary Public, State of Texas My Commission Explies June 03, 2017

[SEAL]

Notary Public

### SELLER:

ISIMET, LLC,

Towas limited liability cor

a Texas limited liability company

By: 1 1 1 6. Par

Name: PHILIPA PARKER

STATE OF PEXAS ) ss.

The foregoing instrument was acknowledged before me this day of January; 2015, by Philip A. Parkokas President of ISIMET, LLC, a Texas limited liability company.

Witness my hand and official seal.

My commission expires:

JENNIFER GOLDEN
Notary Public, State of Texas
My Commission Expires
A 1, June 03, 2017

Notary Public

|   | f sidy (w flor  |
|---|---|
|   | Phillip A. Parker   |
| STATE OF Texas  COUNTY OF Worris  The foregoing instrument was acknowled by Phillip A. Parker, an individual. | ) ss. )  Divided before me this 2nd day of January, 2015, |
| Witness my hand and official seal.  |   |
| My commission expires:  |   |
| Notary Public, State of Texas  Notary Public, State of Texas  Notary Public, State of Texas                   | Notary Public   |

| Man           | 14    | Pan |  |
|---------------|-------|-----|--|
| Margaret A. P | arker |     |  |

STATE OF VCCS )

COUNTY OF MOYN'S

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of January, 2015, by Margaret A. Parker, an individual.

Witness my hand and official seal.

My commission expires:

JENNIFER GOLDEN
Notary Public, State of Texas
My Commission Expires
June 03, 2017

Wotary Public

## EXHIBIT A

# ASSIGNED PATENTS AND PATENT APPLICATIONS

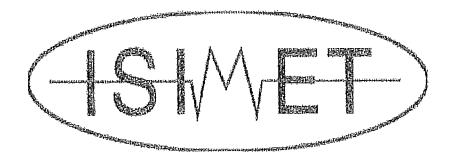
| Description        | Patent #   | Application # | Renewal    | Info                |
|--------------------|------------|---------------|------------|---------------------|
|                    |            |               | Date       |                     |
|                    | Canada     |               | 7/14/2013  |                     |
|                    | 2313973    |               |            |                     |
| UtC                | Canada     | 2319893       | 9/18/2013  |                     |
|                    | 2319893    |               |            |                     |
| Labeling Tape      | 6383016    | 09/522,960    |            | Abandoned           |
| DETA               | 6502791    |               | 7/7/2014   | Abandoned           |
| Expansion Cage     | 6520123    |               | 8/18/2014  | Maintenance fee     |
|                    |            |               |            | due - Will go       |
|                    |            |               |            | Abandoned           |
|                    |            |               |            | 2/18/2015           |
| Single Post        | 6536717    |               | 9/25/2014  |                     |
| Utility Controller | 6757589 B1 |               | 12/29/2015 |                     |
| Utility Controller | 6990393B2  |               | 7/24/2013  |                     |
| Hydrant            | 7143779    |               | 6/5/2014   | ,                   |
| Hydrant            | 7314057    |               | 7/1/2015   |                     |
| Seismic            | 7475513    | 11/110,022    | 7/13/2016  |                     |
|                    |            | 61/295,948    |            |                     |
| Utility Controller | 6775593    | 10/146,211    | 2/10/2013  |                     |
| Service Panel      | 8543225    | 13/004,671    | 9/24/2013  |                     |
| W/Microprocessor   |            |               |            |                     |
| Service Panel      |            | 13/975,156    |            | Pending Non-        |
| W/Microprocessor   |            |               |            | Provisional         |
|                    |            |               |            | Application –       |
|                    |            |               |            | Waiting on Action   |
|                    |            |               |            | from Patent Office. |
| Pulse Solenoid     |            | 61/954,180    |            | Pending             |
| Circuit            |            |               |            | Provisional         |
|                    |            |               |            | Application – Non-  |
|                    |            |               |            | Provisional must    |
|                    |            |               |            | be filed by         |
|                    |            |               |            | 3/17/2015 to avoid  |
|                    |            |               |            | abandonment.        |

Exhibit A to IP Assignment

## EXHIBIT B

### ASSIGNED TRADEMARKS REGISTRATIONS

ISIMET, LLC



Mapa Products, LLC



Exhibit B to IP Assignment

### CONFIRMATORY ASSIGNMENT

WHEREAS, the inventors or rights holders of the patents and patent application listed in Exhibit A ("Patents") assigned all right, title, and interest to ISIMET / MAPA, LLC, a Colorado Limited Liability Company, in an Intellectual Property Assignment Agreement of February 2, 2015 ("IP Assignment");

WHEREAS, the IP Assignment included a minor typographical error in that it erroneously referred to ISIMET / NAPA, LLC;

WHEREAS, ISIMET / MAPA, LLC ("ASSIGNEE") desires to confirm its entire right, title, and interest in the Patents;

NOW THEREFORE, be it known we, the inventors and rights holders listed below, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is acknowledged, at the request of the ASSIGNEE sells, assigns, and transfers unto ASSIGNEE, their successors, legal representatives, and assigns, the Patents and the inventions described therein for the territory of the United States of America and all continuation, divisional, continuation-in-part, and reissue applications associated therewith; all corresponding patent applications in foreign countries; all applications under the Patent Cooperation Treaty; all applications for extension filed or to be filed for the inventions; and all Letters Patent, Invention Registrations, Utility Models, Extensions, Reissues, and other patent or registration rights obtained for the inventions described in the Applications in the United States of America or any other country, including the right to claim the benefit of priority to the Applications;

The inventors and rights holders listed below also assign any right, title, and interest in and to the Patents and the inventions described therein that have not already been transferred to the ASSIGNEE;

The inventors and rights holders listed below warrant that we have made no assignment of the Patents and inventions described therein to a party other than ASSIGNEE and we are under no obligation to make any assignment to any other party; and

The inventors and rights holders listed below further agree to cooperate with the ASSIGNEE in the obtaining and sustaining of any and all such Patents and other protections contemplated herein and in confirming ASSIGNEE'S exclusive ownership of the invention(s), but at the expense of the ASSIGNEE.

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Assignment as of the date indicated below.

**ASSIGNEE** 

ISIMET / MAPA, LLC

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Stephen D. Woodford, Manager

| SELLER:<br>MAPA PRODUCTS, LLC   |
|---|
| Date:   |
| Fillip A. Farker, President   |
| STATE OF TEXAS )  |
| ) ss. COUNTY OF MORRIS )  |
| Before me, a Notary Public in and for said County and State, personally appeared Philip A. Parker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. |
| Given under my hand and seal of office this $\frac{17}{12}$ day of $\frac{1}{12}$ , 2015.   |
| TIFFANY WALKER MY COMMISSION EXPIRES August 21, 2017  |
| My commission expires:  |
|   |
| Mr. Parker:   |
| Date:   |
| Philip A. Parker  |
| STATE OF TEXAS )  |
| ) ss.<br>COUNTY OF MORRIS )   |

A. Parker, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations

Before me, a Notary Public in and for said County and State, personally appeared Philip



Notary Public

| My commission expires:                               | Motary Public  |
|--|--|
|  | Mrs. Parker:   |
| Date: 6/17/2015 By:                                  | Margret A. Parker  |
|  |  |
| STATE OF TEXAS )                                     |  |
| ) ss.<br>COUNTY OF MORRIS )                          |  |
| A. Parker, known to me to be the person              | d for said County and State, personally appeared Philip<br>whose name is subscribed to the foregoing instrument,<br>cuted the same for the purposes and considerations |
| Given under my hand and seal of                      | office this 17 day of JUM, 2015.   |
| TIFFANY WALKER MY COMMISSION EXPIRES August 21, 2017 | Ting Wa  |
| My commission expires:                               | ( Notary Public  |
|  |  |

### **EXHIBIT A**

| SR File            | Title                                 | Application | Filing    | Patent No. | Issue     |
|--------------------|---------------------------------------|-------------|-----------|------------|-----------|
|                    |                                       | S/N         | Date      |            | Date      |
| 5564-300           | PEDESTAL HYDRANT                      | 10/146,211  | 5/15/2002 | 7,143,779  | 12/5/2006 |
| 5564-300-CIP       | PEDESTAL HYDRANT                      | 11/347,706  | 2/3/2006  | 7,314,057  | 1/1/2008  |
| 5564-301           | SINGLE POST SUPPORT                   | 09/908,161  | 7/19/2001 | 6,536,717  | 3/25/2003 |
| 5564-302           | NON-PENETRATING SEISMIC ROOF SUPPORT  | 11/110,022  | 4/18/2005 | 7,475,513  | 1/13/2009 |
| 5564-304           | SERVICE PANEL WITH UTILITY CONTROLLER | 09/662,522  | 9/14/2000 | 6,775,593  | 8/10/2004 |
| 5564-304-CA        | SERVICE PANEL WITH UTILITY CONTROLLER | 2,319,893   | 9/18/2000 | 2,319,893  | 8/4/2009  |
| 5564-304-CIP       | SERVICE PANEL WITH UTILITY CONTROLLER | 10/310,491  | 12/5/2002 | 6,757,589  | 6/29/2004 |
| 5564-304-CIP-<br>2 | SERVICE PANEL WITH UTILITY CONTROLLER | 10/862,481  | 6/7/2004  | 6,990,393  | 1/24/2006 |
| 5564-305           | SERVICE PANEL WITH MICROPROCESSOR     | 13/004,671  | 1/11/2011 | 8,543,225  | 9/24/2013 |
| 5564-306           | SERVICE PANEL WITH MICROPROCESSOR     | 13/975,156  | 8/23/2013 |            |           |

PATENT REEL: 036205 FRAME: 0071

**RECORDED: 07/29/2015**