# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3669312

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

### **CONVEYING PARTY DATA**

| Name                  | <b>Execution Date</b> |
|-----------------------|-----------------------|
| NUCAP INDUSTRIES INC. | 06/12/2013            |

## **RECEIVING PARTY DATA**

| Name:           | NUADI S.A.R.L.            |  |
|-----------------|---------------------------|--|
| Street Address: | 46A, AVENUE J. F. KENNEDY |  |
| City:           | LUXEMBOURG                |  |
| State/Country:  | LUXEMBOURG                |  |
| Postal Code:    | L-1855                    |  |

## **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |  |
|---------------------|----------|--|
| Application Number: | 14568462 |  |

### **CORRESPONDENCE DATA**

**Fax Number:** (713)623-4846

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:** 713-623-4844

**Email:** sdominguez@pattersonsheridan.com,

psdocketing@pattersonsheridan.com

Correspondent Name: PATTERSON & SHERIDAN, LLP

Address Line 1: 24 GREENWAY PLAZA

Address Line 2: SUITE 1600

Address Line 4: HOUSTON, TEXAS 77046

| ATTORNEY DOCKET NUMBER: | BERE/0053USC01      |
|-------------------------|---------------------|
| NAME OF SUBMITTER:      | JESSIE D. HERRERA   |
| SIGNATURE:              | /Jessie D. HERRERA/ |
| DATE SIGNED:            | 12/22/2015          |

### **Total Attachments: 3**

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PATENT REEL: 037347 FRAME: 0456

### PATENT AND DESIGN RIGHTS ASSIGNMENT

This Assignment, made this 12<sup>th</sup> day of June, 2013, is by and between NUCAP INDUSTRIES INC., a company organized under the laws of Canada, located at 3370 Pharmacy Avenue, Toronto, Ontario M1W 3K4, Canada (hereinafter the "Assignor"), and NUADI,S.A.R.L., a company organized under the laws of Luxembourg with a business address of 46A, Avenue J.F. Kennedy, L-1855, Luxembourg, registered with the Luxembourg Trade and Companies Register under number B117456 and having a share capital of EUR 10,012,500 (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of the patent and industrial design assets listed in Schedule A (the "Patent and Design Assets");

WHEREAS, Assignor and Assignee are parties to a Transfer Agreement dated as of 12<sup>th</sup> day of June, 2013 ("Transfer Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to the Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Transfer Agreement), including without limitation the Patent and Design Assets; and

WHEREAS, Assignor wishes to transfer all of its worldwide rights in and to the Patent and Design Assets to Assignee and Assignee wishes to acquire all of the Assignor's worldwide rights in and to the Patent and Design Assets;

NOW THEREFORE, for and in exchange for the payment of the purchase price.set forth in the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest in and to the Patent and Design Assets, and any and all patents, design patents and registered and unregistered designs that have been or may be granted or recognized for the inventions and designs disclosed therein, and all foreign or international fillings, divisions, continuations, continuations-in-part of said applications, and reissues, renewals and extensions of said patents, design patents and registered and unregistered designs.

Assignor further agrees to sign all such additional documents as Assignee may require in order to confirm or to give full effect to this assignment, without additional consideration, including, without limiting the generality of the foregoing, any and all patent and industrial design applications and any and all forms in relation to such applications.

| Assignor             | Assignee                  |
|----------------------|---------------------------|
| NUCAHINQUSTRIES INC. | NUADI S.A.R.L.            |
| BV: WV               | By:                       |
| Signature            | Signature                 |
| Roman Arbesman       | Johannes Laurens de Zwart |
| Print Name           | Print Name                |
| Chairman & CEO       | Manager                   |
| Print Title          | Print Title               |
| Date                 | Date                      |

PATENT REEL: 037347 FRAME: 0457

# PATENT AND DESIGN RIGHTS ASSIGNMENT

This Assignment, made this 12<sup>th</sup> day of June, 2013, is by and between NUCAP INDUSTRIES INC., a company organized under the laws of Canada, located at 3370 Pharmacy Avenue, Toronto, Ontario M1W 3K4, Canada (hereinafter the "Assignor"), and NUADI'S.A.R.L., a company organized under the laws of Luxembourg with a business address of 46A, Avenue J.F. Kennedy, L-1855, Luxembourg, registered with the Luxembourg Trade and Companies Register under number B117456 and having a share capital of EUR 10,012,500 (hereinafter the "Assignee").

WHEREAS, Assignor is the owner of the patent and industrial design assets listed in Schedule A (the "Patent and Design Assets");

WHEREAS, Assignor and Assignee are parties to a Transfer Agreement dated as of 12th day of June, 2013 ("Transfer Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to the Assignee and Assignee has agreed to purchase from Assignor the Purchased Assets (as defined in the Transfer Agreement), including without limitation the Patent and Design Assets; and

WHEREAS, Assignor wishes to transfer all of its worldwide rights in and to the Patent and Design Assets to Assignee and Assignee wishes to acquire all of the Assignor's worldwide rights in and to the Patent and Design Assets:

NOW THEREFORE, for and in exchange for the payment of the purchase price set forth in the Transfer Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all right, the and interest in and to the Patent and Design Assets, and any and all patents, design patents and registered and unregistered designs that have been or may be granted or recognized for the inventions and designs disclosed therein, and all foreign or international filings, divisions, continuations, continuations-in-part of said applications, and reissues, renewals and extensions of said patents, design patents and registered and unregistered designs.

Assignor further agrees to sign all such additional documents as Assignee may require in order to confirm or to give full effect to this assignment, without additional consideration, including, without limiting the generality of the foregoing, any and all patent and industrial design applications and any and all forms in relation to such applications.

| Assignor                                | Assignee              |
|---|-----------------------|
| NUCAP INDUSTRIES INC.                   | NUADI.S:A.R.L.        |
| Ву:                                     | By:                   |
| Signature<br><u>Roman Arbesman</u>      | Signature<br>Manager  |
| Print Name<br><u>Chairman &amp; CEO</u> | Print Name<br>Manager |
| Print Title                             | Print Title           |
| Date                                    | Date                  |

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# SCHEDULE A

| Application/<br>Registration No. | Title  | Filing Date | Registration Date |
|----------------------------------|--|-------------|-------------------|
| CA 2,780,397                     | PROCESS FOR MAKING A LAMINATED SHEET         | June 18/12  | A-0.05            |
| CA D145893                       | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | May 29/12   |                   |
| CA 2,778,455                     | BULK TEXTURED MATERIAL SHEETING              | May 29/12   |                   |
| US 29/438,414                    | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | Nov 29/12   |                   |
| OHIM 00 2144139                  | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | Nov 28/12   |                   |
| JP 2012-29215                    | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | Nov 29/12   |                   |
| CN<br>201230587037.0             | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | Nov 29/12   |                   |
| BR (TBA)                         | COILED MATERIAL WITH SURFACE HOOK TEXTURE    | Nov 29/12   |                   |
| IN D249760                       | COILED MATERIAL                              | Nov 29/12   |                   |
| TW 101307023                     | COILED MATERIAL WITH SURFACE HOOK<br>TEXTURE | Nov 29/12   |                   |
| CA 2,798,303                     | COMPOSITE DISC BRAKE BACKING PLATE           | Dec 7/12    |                   |

PATENT REEL: 037347 FRAME: 0459

**RECORDED: 12/22/2015**