# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	1	

### **CONVEYING PARTY DATA**

Name	Execution Date
WEST DEVELOPMENT GROUP	09/10/2014

# **RECEIVING PARTY DATA**

Name:	HENRY WDG, LLC	
Street Address:	320 COMMERCE DRIVE	
City:	LAGRANGE	
State/Country:	ОНЮ	
Postal Code:	44050	

# **PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	6981657
Patent Number:	7862227
Application Number:	60920470
Patent Number:	6036123
Patent Number:	5670178
Patent Number:	6347752
Application Number:	12052501
Application Number:	60919100
Application Number:	12061114
Application Number:	60921410
Application Number:	12261890
Application Number:	60983793
Application Number:	29359692
Application Number:	61353891
Application Number:	14079290
Application Number:	61725803
Application Number:	62047776
Application Number:	61947659

PATENT REEL: 039124 FRAME: 0185

503909218

**CORRESPONDENCE DATA** 

**Fax Number:** (216)363-9001

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:** 216-363-9000

Email: CSCHWETER@FAYSHARPE.COM

Correspondent Name: TIMOTHY E. NAUMAN Address Line 1: 1228 EUCLID AVENUE

Address Line 2: THE HALLE BUILDING, 5TH FLOOR

Address Line 4: CLEVELAND, OHIO 44115

ATTORNEY DOCKET NUMBER:	RWES 000001US01
NAME OF SUBMITTER:	TIMOTHY E. NAUMAN
SIGNATURE:	/Timothy E. Nauman/
DATE SIGNED:	07/11/2016

#### **Total Attachments: 5**

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## RECORDABLE CONFIRMATION OF PATENT ASSIGNMENT

This RECORDABLE CONFIRMATION OF PATENT ASSIGNMENT (this "Patent Assignment") is made as of September 10, 2014 (the "Effective Date") by and between West Development Group, LLC, a limited liability company organized under the laws of Ohio ("Assignor") and Henry WDG, LLC, a limited liability company organized under the laws of Delaware ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor and its Affiliates, including without limitation the Assigned Patents (defined below); and

WHEREAS, Assignor on behalf of itself and its Affiliates wish to confirm, memorialize and record the assignment of the Assigned Patents to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- Assignor on behalf of itself and its Affiliates does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's and its Affiliates' worldwide rights, title, and interest in and to the patents and patent applications listed on Annex A hereto, together with all registrations and applications for the foregoing; all provisional, parent, continuation, continuation-in-part, continued prosecution, and divisional applications of the foregoing; all patents of addition of the foregoing; all continued examination, extensions, re-examinations, post-grant confirmations, supplemental perfection certificates amendments or reissues of the foregoing; all patents or patent applications that claim priority to or from the foregoing; all inventions claimed by any of the foregoing, all rights to claim priority to the foregoing including without limitation the right to be granted a patent in Paris Convention countries; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor and its Affiliates in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor and its Affiliates had this assignment not been made (collectively, the "Assigned Patents").
- 2. Assignor promptly shall, and shall cause its Affiliates, and their respective officers, directors and employees to, execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other

documents as may be required to give full effect to and to perfect the rights of Assignee under this Patent Assignment in and to the Assigned Patents worldwide.

- 3. Assignor on behalf of itself and its Affiliates hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign to the United States and of any intergovernmental organization, whose duty is to issue patent registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
- 4. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Patent 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 Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Patent Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

The undersigned parties, by their at Recordable Confirmation of Patent Assignment	uthorized representatives, have executed this as of the date first written above:
"ASSIGNEE":	HENRY WDG, LLC
	By: Ossan PEEL Title: CFO
"ASSIGNOR"	WEST DEVELOPMENT GROUP, LLC
	By: Name: Title:

[Patent Assignment Agreement]

The undersigned parties, by their at Recordable Confirmation of Patent Assignment	uthorized representatives, have executed this as of the date first written above:
"ASSIGNEE":	HENRY WDG, LLC
	By: Name: Title:
"ASSIGNOR"	WEST DEVELOPMENT GROUP, LLC  By: Auch And A was a  Title: president

[Patent Assignment Agreement]

# ANNEX A

# ASSIGNED PATENTS

Application Number	Application Date	Patent Number	Issue Date	Title
10/055,085	01/25/2002	6,981,657	01/03/2006	APPARATUS FOR APPLYING FOAM MATERIAL TO A SUBSTRATE
2/058,159	03/28/2008	7,862,227	01/04/2011	METHOD AND APPARATUS FOR TESTING BUILDING MATERIALS
60/920,470	03/28/2007			METHOD AND APPARATUS FOR TESTING BUILDING MATERIALS
09/240,149	01/29/1999	6,036,123	03/14/2000	APPARATUS FOR APPLYING FOAM MATERIAL TO A SUBSTRATE
08/515,953	08/16/1995	5,670,178	09/23/1997	METHOD AND APPARATUS FOR APPLYING FOAM PLASTIC MATERIAL TO A ROOF DECK
09/438,804	11/12/1999	6,347,752	02/19/2002	FOAM SPRAY GUN NOZZLE EXTENSION ASSEMBLY
12/052,501	03/20/2008			POLYOL AND METHOD OF MAKING POLYOL USING SOY- BASED POWDER
60/919,100	03/20/2007			POLYOL AND METHOD OF MAKING POLYOL USING SOY- BASED POWDER
12/061,114	04/02/2008			POLYURETHANE FORMULATION USING PROTEIN-BASED MATERIAL
60/921,410	04/02/2007			POLYURETHANE FORMULATION USING PROTEIN-BASED MATERIAL
12/261,890	10/30/2008			NON-SOLVENT, SILICONE COATING/SEALANT INCORPORATING RECYCLED EPDM
60/983,793	10/30/2007			NON-SOLVENT, SILICONE COATING/SEALANT INCORPORATING RECYCLED EPDM
29/359,692	04/14/2010	D657,072	04/03/2012	ROOFTOP EQUIPMENT MOUNTING BLOCK
61/353,891	06/11/2010			TEMPORARY STRUCTURE INSULATING SYSTEM
14/079,290	11/13/2013			SILICON ROOF EDGE ACCESSORY FOR FOAM ROOF AND ASSOCIATED METHOD
61/725,803	11/13/2012			SILICON ROOF EDGE ACCESSORY FOR FOAM ROOF AND ASSOCIATED METHOD
62/047,776	09/09/2014			SILICONE DRAIN INSERT FOR COMMERCIAL ROOF AND METHOD OF INSTALLING SAME
61/947,659	03/04/2014			LOW VISCOSITY OR SPRAYABLE LIQUID SILICONE RUBBER