## 503954943 08/10/2016

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4001599

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

#### **CONVEYING PARTY DATA**

| Name                               | Execution Date |  |
|------------------------------------|----------------|--|
| TALLMADGE SPINNING & METAL COMPANY | 07/05/2016     |  |

#### **RECEIVING PARTY DATA**

| Name:           | SHARK PRODUCTS, LLC |
|-----------------|---------------------|
| Street Address: | 2783 GILCHRIST RD.  |
| City:           | AKRON               |
| State/Country:  | ОНЮ                 |
| Postal Code:    | 44305               |

#### **PROPERTY NUMBERS Total: 1**

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12825384 |

#### **CORRESPONDENCE DATA**

**Fax Number:** (330)376-9646

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:** 330-376-1242

**Email:** thodgkiss@rennerkenner.com

Correspondent Name: RENNER KENNER GREIVE BOBAK TAYLOR & WEBER

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| ATTORNEY DOCKET NUMBER: | TSM.P.2               |
|-------------------------|-----------------------|
| NAME OF SUBMITTER:      | TIMOTHY A. HODGKISS   |
| SIGNATURE:              | /Timothy A. Hodgkiss/ |
| DATE SIGNED:            | 08/10/2016            |

### **Total Attachments: 3**

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PATENT 503954943 REEL: 039397 FRAME: 0435

## PATENT ASSIGNMENT AGREEMENT

THIS Agreement is made, as of the 5th day of July, 2016 by and between Tallmadge Spinning & Metal Company, an Ohio corporation having a place of business at 2783 Gilchrist Rd., Akron, Ohio 44305, and Shark Products LLC, an Ohio limited liability company, having an address at 2783 Gilchrist Rd., Akron, 44305.

WHEREAS, Tallmadge Spinning & Metal Company is the owner of the entire right, title and interest in the patents and patent applications (the "Patents"), identified in Exhibit A, attached herewith.

WHEREAS, Tallmadge Spinning & Metal Company desires to transfer to Shark Products LLC all of its right, title and interest in and to the Patents.

Whereas, Shark Products LLC, is desirous of acquiring the entire interest in the Patents.

NOW THEREOF, in consideration of the premises and the mutual covenants described herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

SECTION 1. Tallmadge Spinning & Metal Company hereby transfers, assigns, and conveys to Shark Products LLC, its successors and assigns, all of Tallmadge Spinning & Metal Company's right, title, and interest in and to the Patents, including in and to the inventions set forth in the specifications thereof, in and to any reissue, renewal, division, continuation or continuation-in-part thereof, including all rights of priority under the International Convention for the Protection of Industrial Property, and in and to any patents which may issue upon any of the applications for patent.

SECTION 2. Tallmadge Spinning & Metal Company further conveys to Shark Products LLC all of its rights to bring proceedings in the courts or in the U.S. Patent and Trademark Office and to seek remedies for any infringement of the Patents, which may have occurred prior to the date hereof.

SECTION 3. Except as otherwise provided in any instrument of conveyance, the parties hereby agree the Patents are being transferred AS IS and WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE.

SECTION 4. Tallmadge Spinning & Metal Company shall execute any and all further documents, forms, or authorization and shall depose or swear any declarations or oaths as may be necessary or required by the U.S. Patent and Trademark Office, other foreign patent office, or

PATENT REEL: 039397 FRAME: 0436 the courts for providing full right, title and interest in and to any patent issuing from the patent applications.

SECTION 5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 6. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

SECTION 7. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Ohio, without regard to the conflict of laws principles thereof.

SECTION 8. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto or their respective successor and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

SECTION 9. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement that is signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date written above.

Tallmadge Spinning & Metal Company

John Sasanecki

Vitle:

Shark Products LLC

John Sasaneoki

Title:

PRESIDENT

YRESIDENT

# Exhibit A

| Title of<br>Invention                             | Ref. No.        | Patent<br>Type | Status                           | Serial No.       | Patent<br>No.     | Date Issued       | Expiration<br>Date |
|---|-----------------|----------------|----------------------------------|------------------|-------------------|-------------------|--------------------|
| PLYWOOD<br>CLIP FOR USE<br>IN ROOFING             | TSM.D.3.CON     | Design         | Issued                           | US<br>29/400,257 | D659,522          | 5/15/2012         | 5/15/2026          |
| PLYWOOD<br>CLIP FOR USE<br>IN ROOFING             | TSM.D.3.CON,DIV | Design         | Issued                           | US<br>29/419,023 | D674,684          | 1/22/2013         | 1/22/2027          |
| HURRICANE<br>TIE FASTENER<br>AND METHOD<br>OF USE | TSM.P.2         | Utility        | Issued                           | US<br>12/825,384 | 8,910,452         | 12/16/2014        | 2/20/2031          |
| HURRICANE<br>TIE FASTENER<br>AND METHOD<br>OF USE | TSM.D.2.CON     | Design         | Pending<br>Patent<br>Application | US<br>29/509,623 | Not<br>Applicable | Not<br>Applicable | Not<br>Applicable  |
| HURRICANE<br>TIE FASTENER<br>AND METHOD<br>OF USE | TSM.P.2.CA      | Utility        | Pending<br>Patent<br>Application | CA<br>2790173    | Not<br>Applicable | Not<br>Applicable | Not<br>Applicable  |
| JOIST HANGER                                      | TSM.P.1         | Utility        | Pending<br>Patent<br>Application | US<br>13/621,515 | Not<br>Applicable | Not<br>Applicable | Not<br>Applicable  |
| TRUSS<br>SPACER                                   | TSM.D.4.CON     | Design         | Issued                           | US<br>29/457,073 | D702,533          | 4/15/2014         | 4/15/2028          |
| PIPE CLAMP<br>BRACKET                             | TSM.D.5         | Design         | Issued                           | US<br>29/480,867 | D742,213          | 11/3/2015         | 11/3/2029          |
| FENCE<br>BRACKET                                  | TSM.D.6         | Design         | Issued                           | US<br>29/480,870 | D737,124          | 8/25/2015         | 8/25/2029          |

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**RECORDED: 08/10/2016**