504120275 12/02/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4166945

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
IMMEDIATE RESPONSE SPILL TECHNOLOGIES, LLC	11/07/2016

RECEIVING PARTY DATA

Name:	BASIC CONCEPTS, INCORPORATED
Street Address:	1310 HARRIS BRIDGE ROAD
City:	ANDERSON
State/Country:	SOUTH CAROLINA
Postal Code:	29621-3410

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8986822

CORRESPONDENCE DATA

Fax Number: (612)492-7077

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: 612.492.7000

Email: dmaday@fredlaw.com **Correspondent Name: DEBORAH L. MADAY**

Address Line 1: FREDRIKSON & BYRON, P.A.

Address Line 2: 200 SOUTH SIXTH STREET, SUITE 4000 Address Line 4: MINNEAPOLIS, MINNESOTA 55402-1425

ATTORNEY DOCKET NUMBER:	75327.4
NAME OF SUBMITTER:	DEBORAH L. MADAY
SIGNATURE:	/Deborah L. Maday/
DATE SIGNED:	12/02/2016

Total Attachments: 5

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PATENT REEL: 040493 FRAME: 0665

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>") is made as of November 7, 2016, by Immediate Response Spill Technologies, LLC, a Kentucky limited liability company ("<u>Assignor</u>"), in favor of Basic Concepts, Incorporated, a South Carolina corporation ("<u>Assignee</u>").

Pursuant to an Asset Purchase and Contribution Agreement dated of even date herewith (the "<u>Purchase Agreement</u>"), Assignor has agreed to assign to Assignee, among other assets, the patents and patent applications identified on the attached <u>Exhibit A</u> and in and to the inventions described or claimed therein (the "<u>Scheduled Patents</u>"), and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and its successors and assigns the following:

- (1) The entire right, title and interest to the Scheduled Patents, and to each U.S. and foreign patent application and patent to which the Scheduled Patents claim priority, in whole or in part, and that claim priority, in whole or in part, to the Scheduled Patents (the "Patents")
- (2) The entire right, title and interest to any continuations, continuations-in-part, divisions, renewals, reissues, extensions, and substitutions of the Patents; and
- (3) The right to apply for patents based on the Patents in the U.S. and foreign countries in its own name and to claim any priority rights to which such applications are entitled under international conventions, treaties or otherwise; and
- (4) The right to enforce patent rights to the Patents as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment had not been made; together with all claims by Assignors for damages by reason of past infringement or for provisional rights and including the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

Assignor hereby authorizes the Commissioner of Patents 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 Assignment upon request by Assignee, and to issue to Assignee any patents that may be granted in accordance with this Assignment. Following the date hereof, Assignor 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 Trademarks to Assignee, or any assignee or successor thereto.

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This Assignment is subject to the terms, conditions, representations and covenants as set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling

We hereby authorize attorneys associated with Customer No. 22859, of Fredrikson & Byron, P.A., of 200 South Sixth Street, Suite 4000, Minneapolis, Minnesota, 55402-1425, to insert the application numbers, filing dates, and other identifying information on Schedule 1 when known.

This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns

This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

Date: 10441124 4, 2016	By: Name: Daniel Parker Title: Managing Member
Subscribed to and sworn to before me this day of	
Notary Seal	
	Basic Concepts, Incorporated
Date:	By:Name: Mark McElhinny
	Title: Chief Executive Officer and President
Subscribed to and sworn to before me this day of, 201	
Notary Public	
Notary Seal	

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

	Immediate Response Spill Technologies, LLC	
Date:	By: Name: Daniel Parker Title: Managing Member	
Subscribed to and sworn to before me this day of, 201		
Notary Public		
Notary Seal		
Date: <u>November 2,20</u> 16	Basic Concepts, Incorporated By: A Port of the Park McEllmany Name: Merk McEllmany Title: Chief Executive Officer and President	
Subscribed to and sworn to before me this <u>2</u> day of <u>May</u> , 201		
<u> Llaina A Pantay</u> Notary Puplic		
Notary Seal		
OFFICIAL SEAL REGINA A PANTAZI NOTARY PUBLIC - STATE OF ILLINO'S MY COMMISSION EXPIRES 0501/15		

SCHEDULE 1

Patent No.	Title	Assignee	Status
8,986,822 OIL	OIL IMPERVIOUS DEVICE WITH HIGH WATER FLOW RATE	IMMEDIATE	
		RESPONSE SPILL	Issued
		TECHNOLOGIES, LLC	

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RECORDED: 12/02/2016

PATENT REEL: 040493 FRAME: 0670