504147557 12/15/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4187403

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
CROSSWAY COATING, INC.	12/15/2016

RECEIVING PARTY DATA

Name:	FIXXUS INDUSTRIAL HOLDINGS COMPANY, LLC	
Street Address:	4801 STOUGH RD	
City:	CONCORD	
State/Country:	NORTH CAROLINA	
Postal Code:	28027	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8479472

CORRESPONDENCE DATA

Fax Number: (794)200-9846

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.

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Email: BRANDY.MILAZZO@MSWLAWPLLC.COM

Correspondent Name: BRANDY MILAZZO

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Address Line 4: CHARLOTTE, NORTH CAROLINA 28211

ATTORNEY DOCKET NUMBER:	1864-00004	
NAME OF SUBMITTER:	BRANDY B. MILAZZO	
SIGNATURE:	/Brandy B. Milazzo/	
DATE SIGNED:	12/15/2016	

Total Attachments: 4

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("<u>Assignment</u>") is made the 15th day of December, 2016 ("<u>Effective Date</u>") by and between Crossway Coating, Inc., a South Carolina corporation ("<u>Assignor</u>"), and Fixxus Industrial Holdings Company, LLC, a North Carolina limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor owns certain intellectual property relating to the Assigned Patent, as defined in <u>Section 1</u>;

WHEREAS, Assignor has invented, or is the owner of the entire title, rights, and interest to and under the Assigned Patent;

WHEREAS, Assignor desires to assign the entire title, rights, and interest in and to the Assigned Patent, to Assignee;

WHEREAS, Assignee desires to acquire the entire title, rights, and interest in and to the Assigned Patent, from Assignor;

WHEREAS, Assignor and Assignee are parties to an Asset Purchase and Contribution Agreement of even date herewith ("<u>APA</u>"), pursuant to which Assignor agreed to assign to Assignee all of Assignor's title, rights, and interest in and to the Assigned Patent; and

WHEREAS, Assignor and Assignee wish to document by formal assignment to Assignee of Assignor's title, rights, and interests in and to the Assigned Patent.

NOW THEREFORE, Assignor and Assignee agree as follows.

- 1. "Assigned Patent" will mean the issued United States Patent No. 8,479,472 B1 and (a) all know-how, trade secrets, discoveries, concepts, ideas, technologies, whether patentable or not, including processes, methods, formulas, and techniques related to the foregoing, any and all written, unpatented technical or scientific information developed or acquired by Assignor, including abandoned patent applications, invention disclosures, patentability reports and searches, patent and literature references, and the like developed or acquired before the date hereof related to such patent; (b) any and all copyrights, copyright registrations and copyrightable subject matter owned or controlled by Assignor related to such patent; and (c) any trademarks related to such patent.
- 2. For good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of the rights, title and interest in (a) the inventions disclosed in the Assigned Patent; (b) the Assigned Patent; (c) all divisions, continuations, reissues, re-examinations, and extensions of the Assigned Patent. Assignor further acknowledges that included in this assignment is the right to bring suit to enforce the Assigned Patent against activities which occurred before the Effective Date; (d) in any improvements on the Assigned Patent previously or in the future made or acquired by Assignor; and (e) any and all Letters Patent of the United States of America and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as

PATENT REEL: 040988 FRAME: 0290 the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

- 3. Assignor represents and warrants that it possesses the entire rights, title, and interest to the Assigned Patent; has the full right to convey the entire interest of the invention and Assigned Patent; and has not granted any rights inconsistent with the rights granted in this Assignment.
- 4. Assignor further agrees to: (a) reasonably cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts, at Assignee's sole cost and expense; (b) execute, verify, acknowledge, and deliver all such further papers, including patent applications and instruments of transfer, as Assignee may reasonably request that are necessary to effect the transfer and assignment of the Assigned Patent to Assignee as contemplated hereunder; and (c) perform such other acts as Assignee lawfully may reasonably request to obtain or maintain the Assigned Patent and any and all applications and registrations for the invention in any and all countries, at Assignee's sole cost and expense.
- 5. This Assignment will be construed in accordance with and governed by the laws of the State of North Carolina without regard to choice of law principles.
- 6. This Assignment, together with the APA, constitutes the sole understanding of the parties with respect to the transactions provided in this Agreement and supersedes and merges in this Agreement any previous agreements and understandings, oral and written, between the parties in this Agreement with respect to the subject matter in this Agreement.

[Signature pages to follow]

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WITNESS my hand and official seal in N.C. County of Gourses

IN WITNESS WHEREOF, this Agreement was executed by Assignor and Assignee on

the Effective Date.

set forth in this certificate.

Notary Public

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ASSIGNEE:	
Fixxus Industrial Hollings Company, LLC	
By: Wy chta-	
Name: Hans E. Peterson	
Title: Manager	
On this day of Wash before me, Motary Public, personally appeared Hans E. Pete known to me (or proved to me on the basis of sat name is subscribed to the within instrument, and	erson, Manager of ASSIGNEE, personally tisfactory evidence) to be the person whose acknowledged to me that he executed the same
WITNESS my hand and official seal in Role set forth in this certificate.	On the date
Dane Kniddlitz	
Notary Public My Commence Expres Mach 23, 2019	
march 23,2017	
	THE WAN COUNTY THE

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RECORDED: 12/15/2016