

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4346859

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
EASTERN WHOLESALE FENCE CO., INC.		03/31/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	EASTERN WHOLESALE FENCE LLC	
<b>Street Address:</b>	266 MIDDLE ISLAND ROAD	
<b>City:</b>	MEDFORD	
<b>State/Country:</b>	NEW YORK	
<b>Postal Code:</b>	11763	
<b>PROPERTY NUMBERS Total: 5</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7895713	
<b>Patent Number:</b>	8449952	
<b>Patent Number:</b>	8919742	
<b>Patent Number:</b>	9476220	
<b>Patent Number:</b>	9217278	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<i>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.</i>		
<b>Phone:</b>	3128637141	
<b>Email:</b>	kristen.lange@goldbergkohn.com	
<b>Correspondent Name:</b>	KRISTEN N. LANGE, PARALEGAL	
<b>Address Line 1:</b>	C/O GOLDBERG KOHN, LTD. 55 E. MONROE ST.	
<b>Address Line 2:</b>	SUITE 3300	
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60603	
<b>ATTORNEY DOCKET NUMBER:</b>	3630.217	
<b>NAME OF SUBMITTER:</b>	KRISTEN N. LANGE	
<b>SIGNATURE:</b>	/kristenlange/	
<b>DATE SIGNED:</b>	03/31/2017	
This document serves as an Oath/Declaration (37 CFR 1.63).		

**Total Attachments: 5**

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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of March 31, 2017, is made by Eastern Wholesale Fence Co., Inc., a New York corporation ("**Assignor**"), in favor of Eastern Wholesale Fence LLC, a Delaware limited liability company ("**Assignee**").

WHEREAS, under the terms of the Purchase Agreement among Eastern Acquisition Company, Inc., a Delaware corporation ("**Buyer**"), Assignor, Peter E. Williams and Peter E. Williams, Jr. dated as of March 15, 2017 (the "**Purchase Agreement**"), Assignor has agreed to convey, transfer, and assign to Buyer, among other assets, all of the intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, Buyer and Assignee have entered into a certain Assignment of Rights Agreement, dated as of March 30, 2017, pursuant to which, among other things, Buyer has agreed to transfer and assign all of Buyer's right, title and interest in, to and under the Purchase Agreement to Assignee.

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) all of the patents and patent applications held by Assignor, including those set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals and all foreign equivalents thereof (the "**Patents**");

(b) all rights to apply for, prosecute and obtain patents in respect of any of the inventions disclosed in the Patents in any country of the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, whether committed before or after the date of this Assignment, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for 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. 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 Patent to Assignee, or any assignee or successor thereto. If Seller receives or otherwise has in its possession any patents or patent applications that constitute Purchased Assets (as defined in the Purchase Agreement) following the date hereof, Seller shall promptly convey, transfer and assign such Purchased Assets to Buyer.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

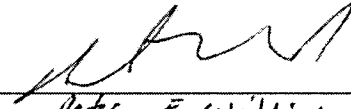
5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

EASTERN WHOLESALE FENCE CO., INC.

By:   
Name: Peter E. Williams  
Title: CEO / CFO

Address for Notices:

Peter E. Williams  
312 Gerritsen Avenue  
Bayport, NY 11705  
Facsimile:  
E-mail:

and

Peter E. Williams Jr.  
10 Timberpoint Drive  
Northport, NY 11768  
Facsimile:  
E-mail:

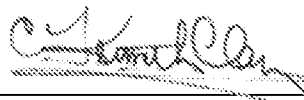
*with a copy to:*

Farrell Fritz, P.C.  
1320 RXR Plaza  
Uniondale, NY 11556  
Facsimile: 516-336-2205  
E-mail: [rcreighton@farrellfritz.com](mailto:rcreighton@farrellfritz.com)  
Attention: Robert C. Creighton, Esq.

AGREED TO AND ACCEPTED:

EASTERN WHOLESALE FENCE LLC

by: Eastern Acquisition Company, Inc., as its sole  
member

By: 

Name: C. Kenneth Clay  
Title: President

Address for Notices:

c/o Corinthian Capital Group, LLC  
366 Madison Avenue, 9th Floor  
New York, NY 10017  
Facsimile: 212-920-2399  
E-mail: kclay@corinthiancap.com  
Attention: C. Kenneth Clay

*with a copy to:*

Clifford Chance US LLP  
31 W. 52nd Street  
New York, New York 10019  
Facsimile: 212-878-8375  
E-mail: gary.boss@cliffordchance.com  
Attention: Gary D. Boss

## **SCHEDULE 1**

### **ASSIGNED PATENTS AND PATENT APPLICATIONS**

<b>Patent Number</b>	<b>Patent Title</b>
7,895,713	Fence Hinge
8,449,952	Method and Apparatus for Coating Vinyl Products
8,919,742	System and Fence Kit for Strengthening a Fence
9,476,220	Method for Strengthening a Fence
9,217,278	Truss Anchor and Truss Assembly Used for Reinforcing Gate