504345475 05/01/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4392163

SUBMISSION TYPE:		N	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		A	ASSIGNMENT			
CONVEYING PARTY DA	ΑΤΑ					
			Name			Execution Date
KEVIN WADSWORTH						10/13/2014
RECEIVING PARTY DA	ТА					
Name:	SIMPS	SIMPSON STRONG-TIE COMPANY INC.				
Street Address:	5956 W	5956 WEST LAS POSITAS BLVD.				
City:	PLEAS	PLEASANTON				
State/Country:	CALIFO	ORNIA				
Postal Code:	94588					
PROPERTY NUMBERS	Total: 1					
Property Type			Number			
Application Number:		155816	50			
Application Number: CORRESPONDENCE D Fax Number:						
CORRESPONDENCE D Fax Number: <i>Correspondence will be</i>	e sent to	(415)42 o the e-ı	1-2292 nail address first; if th			
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BILL OF SALE AND ASSIGNMENT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and pursuant to that certain Asset Purchase Agreement dated as of October 13, 2014 (the "Agreement"), by and between Kevin R. Wadsworth Sr. ("Transferor") and Simpson Strong-Tie Company Inc., a California corporation ("Buyer"), Transferor hereby sells, assigns and transfers to Buyer all right, title and interest in and to all of the tangible and intangible assets (the "Assets") of Seller's business of developing, designing, engineering, manufacturing, marketing, distributing and selling deck fasteners and clips, including those assets identified or described on Exhibits I, II, III and IV attached hereto and incorporated herein by this reference. Transferor covenants and warrants that:

- (1) Transferor has fully paid for, and is the owner of, and has good and marketable indefeasible title to, all of the Assets, free and clear of all mortgages, pledges, liens, claims, charges, encumbrances, security interests and other defects of title, of any kind or nature, except for minor exceptions, none of which will materially interfere with the use by Buyer of the Assets.
- (2) Transferor has not made any prior sale, assignment, transfer or other disposition of any of the Assets to any person.
- (3) Transferor has all right, power, authority and capacity to sell, assign, convey and transfer each and all of the Assets to Buyer.
- (4) None of the licenses, if any, included in the Assets has been amended or changed, nor has any written notice of breach, violation or default been received by Transferor under any of such licenses, except as set forth on Exhibit IV attached hereto.
- (5) No notice is necessary to be given to, and no consent or approval is necessary to be obtained from, any person or governmental authority in connection with the transactions effected hereby, except such as have been given or obtained by Transferor and are in full force and effect.
- (6) All of the Assets that are tangible, and each item thereof, are in good repair, condition and working order, reasonable wear and tear excepted, and, in the case of inventory, are in merchantable condition and of a usable and saleable quality.
- (7) All acts, proceedings and things necessary and required by law or any instrument to which Transferor is a party or by which Transferor is bound to make this Bill of Sale and Assignment a valid, binding and legal obligation of Transferor, have been done and taken and have happened, and Transferor's execution and delivery of this Bill of Sale and Assignment have in all respects been authorized in accordance with law.

Transferor shall warrant and defend the sale, assignment, transfer, conveyance and delivery of each and every item of the Assets to Buyer and Buyer's successors and assigns, against each and every person lawfully claiming the same.

Transferor hereby appoints Buyer as Transferor's attorney-in-fact to demand, receive and collect for Buyer's own use and benefit all debts and obligations owing to Transferor on the effective date hereof in connection with the Assets. Transferor further authorizes Buyer to do all things legally permissible that may be required to recover and collect such debts and obligations and to use Transferor's name in any manner Buyer may deem necessary for the collection and recovery of those debts and obligations but without cost, expense or damage to Transferor.

This Bill of Sale and Assignment shall bind and inure to the benefit of Transferor and Buyer and their respective successors and assigns.

This Bill of Sale and Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of Indiana.

SIMPSON STRONG-TIE COMPANY INC.

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Kevin R. Wadsworth, Sr.

By:

Brian J. Magstadt Chief Financial Officer

EXHIBITS ATTACHED:

- I Equipment
- II Inventory
- III Intellectual Property
- IV Other Intangible Property

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SIMPSON STRONG-TIE COMPANY INC.

Kevin R. Wadsworth, Sr.

By: <u>BJ</u> Mathematical Brian J. Magstadt

Brian J. Magstadt Chief Financial Officer

EXHIBITS ATTACHED:

- I Equipment
- II Inventory
- III Intellectual Property
- IV Other Intangible Property

EXHIBIT I

EQUIPMENT

REDACTED

EXHIBIT II

INVENTORY

REDACTED

EXHIBIT III

INTELLECTUAL PROPERTY

Intellectual Property

Patent 8,256,614

Patent Application US2011/0123290 A1 in Appeal

REDACTED

(1) Patents.

- (a) U.S. Patent No. 8,256,614 ("the '614 Patent")
- (b) U.S. Application No. 12/592,495, published as 2011/0123290 A1 ("the '495 App.") and the continuation patent filed on February 3, 2014 that claims priority to the '495 App, including child application, No. 13/999,255, is as yet unpublished. The '495 App is still under proceedings before the Patent and Trademark Office.
- (c) Patent Application US2011/0123290 A1 in Appeal
- (d) Invention Disclosure of Fence Fastener
- (e) Invention Disclosure of Plastic/Metal/Plastic Clip
- (f) Invention Disclosure of Collated Clip Nailgun
- (g) Collated Clip Nail Gun

REDACTED

EXHIBIT IV

OTHER INTANGIBLE PROPERTY REDACTED

PATENT REEL: 042193 FRAME: 0184

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RECORDED: 05/01/2017