

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4449841

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT

**CONVEYING PARTY DATA**

Name	Execution Date
ROYAL ENTERPRISES AMERICA, INC.	02/02/2017
SIGH PROPERTIES, LLC	02/02/2017
BLUE HORIZON TRANSPORTATION, LLC	02/02/2017
C&D BROTHERS LEASING, LLC	02/02/2017
BRIAN SEUBERT	02/02/2017

**RECEIVING PARTY DATA**

<b>Name:</b>	FORTERRA CONCRETE PRODUCTS, INC.
<b>Street Address:</b>	511 E JOHN CARPENTER FREEWAY
<b>Internal Address:</b>	STE. 600
<b>City:</b>	IRVING
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75062

**PROPERTY NUMBERS Total: 18**

Property Type	Number
Patent Number:	5720579
Patent Number:	7300573
Patent Number:	8322109
Patent Number:	6347781
Patent Number:	5322386
Patent Number:	7727326
Patent Number:	7309420
Patent Number:	D556865
Patent Number:	D574933
Patent Number:	D557385
Patent Number:	D559958
Patent Number:	D559959
Patent Number:	D572802
Patent Number:	6899310
Patent Number:	6910309

PATENT

Property Type	Number
Patent Number:	6758021
Patent Number:	7132045
Patent Number:	7632403

**CORRESPONDENCE DATA**

**Fax Number:** (303)484-2957

*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:** 469-284-8678

**Email:** ForterraDocket@forterrabp.com

**Correspondent Name:** LORI M. BROWNE

**Address Line 1:** 511 E JOHN CARPENTER FREEWAY

**Address Line 2:** STE. 600

**Address Line 4:** IRVING, TEXAS 75062

<b>NAME OF SUBMITTER:</b>	ALLISON FREDERICK
<b>SIGNATURE:</b>	/Allison Frederick/
<b>DATE SIGNED:</b>	06/08/2017

**Total Attachments: 11**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “**Patent Assignment**”) is made and entered into as of February 3, 2017 (the “**Effective Date**”), by and among, on the one hand, Royal Enterprises America, Inc., a Minnesota corporation (including d/b/a “Royal Environmental Systems, Inc.” and “Royal Concrete Pipe, Inc.”, “**REA**”), SIGH Properties, LLC, a Wisconsin limited liability company (“**SIGH**”), Blue Horizon Transportation, LLC, a Wisconsin limited liability company (“**BHT**”), C&D Brothers Leasing, LLC, a Wisconsin limited liability company (“**C&D**”), and Brian Seubert, i in his capacity as the sole shareholder or member, as applicable, of REA, SIGH, BHT and C&D (and, together with REA, SIGH and BHT, each, an “**Assignor**” and collectively, “**Assignors**”), and, on the other hand, Forterra Concrete Products, Inc., an Iowa corporation (“**Assignee**”). Each of Assignor and Assignee are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

## RECITALS

Contemporaneously with the execution and delivery of this Patent Assignment, Assignee and Assignors have executed and delivered that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignee and Assignors, pursuant to which Assignee (or its respective designees) is purchasing from each Assignor all of such Assignor’s right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A or that otherwise constitute Acquired Assets, and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing (collectively, the “**Patents**”). Each capitalized term used and not otherwise defined herein has the meaning assigned to such term in the Purchase Agreement.

## AGREEMENT

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, and in consideration of the premises and the mutual promises contained in this Patent Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment.** Each Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of such Assignor’s right, title and interest in, to and under the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisionals, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by each Assignor if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee’s own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Attorney-in-Fact.** Each Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on each Assignor’s and Assignee’s behalf and in each Assignor’s and/or

Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any Patents, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in, to and under the Patents and any registrations issued in connection therewith.

3. **Recording of the Patents.** Each Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Patents and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

4. **Further Assurances.** Each Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense, including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens, invention records and other documentation and testifying as to any facts as may be reasonably required in connection with: (a) the implementation, perfection or recording of this Patent Assignment in the United States and any and all applicable foreign jurisdictions; (b) the preparation and prosecution of any United States or foreign application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (c) the prosecution or defense of any United States or foreign interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, this Patent Assignment or the assignment made hereby; and (d) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

5. **Terms of the Purchase Agreement.** This Patent Assignment is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated by reference herein. In the event of any conflict or inconsistency between the terms of this Patent Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. **Miscellaneous.**

(a) Amendment. This Patent Assignment may not be amended, modified, or supplemented except by an instrument in writing signed by the Parties.

(b) No Third Party Beneficiaries. Except as otherwise expressly provided in the Purchase Agreement, nothing in this Patent Assignment is intended to confer, and shall not confer, any rights, benefits or remedies of any nature whatsoever, whether express or implied, on any Persons under or by reason of this Patent Assignment other than Parties and their successors and permitted assigns.

(c) Severability. If any term or provision of this Patent Assignment, or the application thereof to any Person, place or circumstance, is invalid, illegal or incapable of being enforced under any Applicable Law or public policy in any jurisdiction, all other terms or provisions of this Patent Assignment and such provisions as applied to other Persons, places and circumstances shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon a determination that any term or other

provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Patent Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Patent Assignment are consummated as originally contemplated to the greatest extent possible.

(d) Governing Law. This Patent Assignment and all disputes or controversies arising out of or relating to this Patent Assignment or the transactions contemplated hereby (whether in contract, tort, equity or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such dispute or controversy) without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of applicable laws of any jurisdiction other than those of the State of Delaware, except as expressly provided otherwise in this Patent Assignment.

(e) Binding on Successors and Assigns. This Patent Assignment and all of the provisions contained herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns (any such assignment being subject to the same limitations on assignment set forth in Section 10.06 of the Purchase Agreement, all of which are incorporated by reference herein).

(f) Headings. The headings contained in this Patent Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Patent Assignment.

(g) Counterparts. This Patent Assignment may be executed in two or more partially or fully executed counterparts and delivered via email in portable document format (PDF), or other similar electronic transmission, each of which shall be deemed an original and shall bind the signatory, but all of which together shall constitute but one and the same agreement, such agreement becoming effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have caused this Patent Assignment to be duly executed as of the Effective Date.

ASSIGNORS:

ROYAL ENTERPRISES AMERICA, INC.

By: 

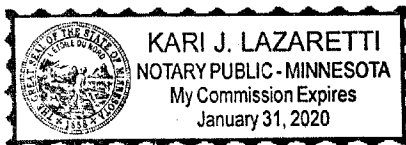
Name: Brian Seubert

Title: President and Chief Executive Officer

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS:

On this 2nd day of February, 2017 personally appeared before me Brian Seubert, known to me to be President and Chief Executive Officer of Royal Enterprises America, Inc., who acknowledged that he signed this instrument as a free act on behalf of Royal Enterprises America, Inc.

  
Notary Public:  
My commission expires:



SIGH PROPERTIES, LLC

By: 

Name: Brian Seubert

Title: Chief Manager

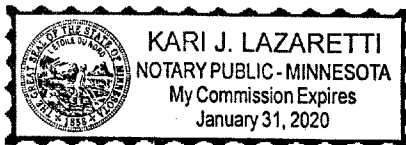
STATE OF Minnesota )  
COUNTY OF Hennepin ) SS:

On this 2nd day of Feb, 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of SIGH Properties, LLC, who acknowledged that he signed this instrument as a free act on behalf of SIGH Properties, LLC.



Notary Public

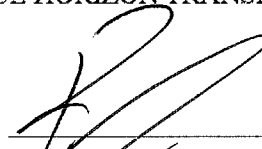
My commission expires: 1/31/20



*Signature Page to Patent Assignment*

PATENT  
REEL: 042642 FRAME: 0423

BLUE HORIZON TRANSPORTATION, LLC

By: 

Name: Brian Seubert

Title: Chief Manager

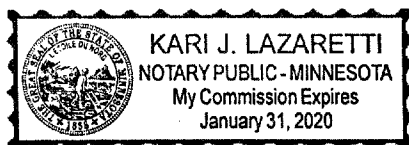
STATE OF Minnesota )  
COUNTY OF Hennepin ) SS:

On this 2nd day of Feb 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of Blue Horizon Transportation, LLC, who acknowledged that he signed this instrument as a free act on behalf of Blue Horizon Transportation, LLC.



Notary Public:

My commission expires: 1/31/20



*Signature Page to Patent Assignment*

PATENT  
REEL: 042642 FRAME: 0424



C&D BROTHERS LEASING, LLC

By: 

Name: Brian Seubert

Title: Chief Manager

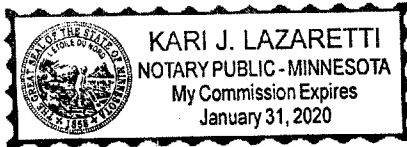
STATE OF Minnesota )  
 ) SS:  
COUNTY OF Hennepin )

On this 2nd day of Feb, 2017 personally appeared before me Brian Seubert, known to me to be Chief Manager of C&D Brothers Leasing, LLC, who acknowledged that he signed this instrument as a free act on behalf of C&D Brothers Leasing, LLC.



Notary Public:


My commission expires: 1/31/20



*Signature Page to Patent Assignment*

PATENT  
REEL: 042642 FRAME: 0425

BRIAN SEUBERT



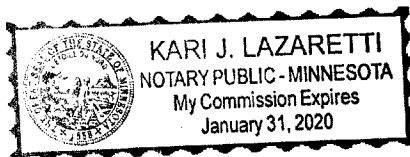
STATE OF Minnesota )  
COUNTY OF Hennepin ) SS:

On this 2nd day of Feb, 2017 personally appeared before me Brian Seubert, who acknowledged that he signed this instrument as a free act.

Kari J. Lazaretti

Notary Public

My commission expires: 1/31/20



*Signature Page to Patent Assignment*

PATENT  
REEL: 042642 FRAME: 0426

ASSIGNEE:

FORTERRA CONCRETE PRODUCTS, INC.

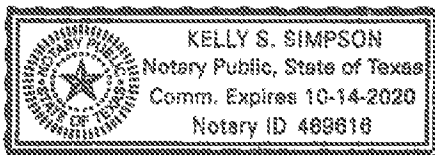
By: 

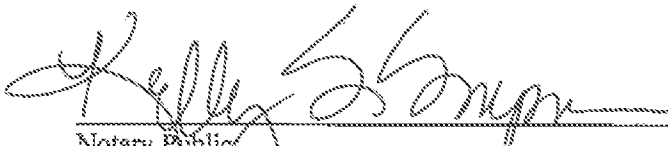
Name: Lori M. Browne

Title: Senior Vice President & General Counsel

STATE OF Texas )  
 ) SS:  
COUNTY OF Dallas )

On this 2nd day of February 2017 personally appeared before me Lori M. Brown, known to me to be Senior Vice President and General Counsel of Forterra Concrete Products, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of Forterra Concrete Products, Inc.



  
Notary Public.  
My commission expires:

*Signature Page to Patent Assignment*

**PATENT**  
**REEL: 042642 FRAME: 0427**

**SCHEDULE A****Patents and Patent Applications****Patents:**

<b>Technology</b>	<b>Product</b>	<b>Patent No.</b>	<b>Country</b>	<b>Date Issued</b>	<b>Current Owner</b>
Stabilizing Ground Anchor	Cable Concrete Anchor	5720579	USA	02/24/98 ^	Royal Enterprises America, Inc. ^
Catch Basin Filter	SCB	7300573	USA	11/27/07 ^	Royal Enterprises America, Inc. ^
Multi-Cage Spacer		8322109	USA	12/04/12^	Royal Enterprises America, Inc. ^
Concrete Hole Former with Embedded Gasket		6347781	USA	02/19/02 ^	Royal Enterprises America, Inc. ^
Stabilizing Ground Anchor	Cable Concrete Anchor	5322386	USA	06/21/94 ^	Royal Enterprises America, Inc. ^
Varied Length Fibers in a Brittle Material	Steel Fibers	7727326	USA	01/06/10^	Royal Enterprises America, Inc. ^
Sanitary, Storm and Catch Basin Trap with Filter Insert		7309420	USA	12/18/07 ^	Royal Enterprises America, Inc. ^
Catch Basin Flow Diverter		D556865	USA	12/04/07 ^	Royal Enterprises America, Inc. ^
Sanitary Storm and Catch Basin Trap		D574933	USA	08/12/08 ^	Royal Enterprises America, Inc. ^
Sanitary Storm and Catch Basin Trap		D557385	USA	12/11/07 ^	Royal Enterprises America, Inc. ^
Sanitary Storm and Catch Basin Trap		D559958	USA	1/15/08 ^	Royal Enterprises America, Inc. ^
Sanitary Storm and Catch Basin Trap		D559959	USA	1/15/08 ^	Royal Enterprises America, Inc. ^
Sanitary Storm and Catch Basis Trap		D572802	USA	07/08/08 ^	Royal Enterprises America, Inc. ^
Base of a Manhole Having a Canal-bed Liner		2277997	CA	09/16/03	
Cage Spacer	Spacer	6899310	USA	05/31/05 ^	Royal Enterprises America, Inc. ^
Cage Spacer (pyramid)	Spacer	6910309	USA	06/28/05 ^	Royal Enterprises America, Inc. ^
Cage Spacer	Spacer	6758021	USA	07/06/04 ^	Royal Enterprises

					America, Inc. ^
Pyramid Spacer	Spacer	2495761	CA	08/14/03	
Sanitary, Storm and Catch Basin Trap w/ Filter Inserts		7132045	USA	11/07/06 ^	Royal Enterprises America, Inc. ^
Liquid Filtration System	EcoStorm Plus-CIP	7632403	USA		Royal Environmental Systems, Inc.

^ Assignment to Royal Enterprises America, Inc. (or its predecessor, Seubert Holdings, Inc., as applicable) recorded with USPTO on 1/26/17.

**Patent Licenses:**

Technology	Product	Patent No.	Country	Date Patent Issued	Current Owner of Patent
Manhole Canal Bed Invert and Shroud		4483643	USA	11/20/84	Horst Guggemos
Low Profile Inside Drop for Manhole	IntraFlow	6135141	USA	10/24/00	Ken Bombach