504533694 09/06/2017

### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4580401

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
COMMAND ALKON CANADA INC.	04/01/2016

#### **RECEIVING PARTY DATA**

Name:	COMMAND ALKON ORIGINAL DUTCH HOLDINGS B.V.
Street Address: C/O COMMAND ALKON INCORPORATED	
Internal Address:	1800 INTERNATIONAL PARK DRIVE, SUITE 400
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35243

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15448094

#### **CORRESPONDENCE DATA**

Fax Number:

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.

Email: maureen.savard@nortonrosefulbright.com
Correspondent Name: NORTON ROSE FULBRIGHT CANADA LLP
Address Line 1: 2828 BOULEVARD LAURIER BUREAU 1500

Address Line 2: COMPLEXE JULES-DALLAIRE/TOUR NORTON ROSE FULBRIGHT

Address Line 4: QUEBEC, CANADA G1V 0B9

ATTORNEY DOCKET NUMBER:	56106357-7US-1
NAME OF SUBMITTER:	ALEXANDRE DAOUST
SIGNATURE:	/Alexandre Daoust/
DATE SIGNED:	09/06/2017

### **Total Attachments: 7**

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#### Schedule A

### RECORDABLE PATENT ASSIGNMENT FROM COMMAND ALKON CANADA INC. TO COMMAND ALKON ORIGINAL DUTCH HOLDINGS B.V.

This RECORDABLE PATENT ASSIGNMENT (this "Patent Assignment") is made as of April 1, 2016 (the "Effective Date") by and between Command Alkon Canada Inc., a corporation organized under the laws of Quebec ("Assignor") and Command Alkon Original Dutch Holdings B.V., a private company with limited liability incorporated under the laws of the Netherlands ("Assignee").

WHEREAS, Assignor owns the Assigned Intellectual Property (defined below), which it acquired pursuant to that certain ASSET PURCHASE AGREEMENT, dated as of the date hereof, by and among Assignor, I.B.B. Rheology Inc. and for purposes of Section 5.9 thereof, Command Alkon Incorporated; and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Patent Rights to Assignee.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

- 1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to:
  - (a) all of the patents and patent applications included on Annex A;
- (b) all reissues, divisionals, re-examinations, corrections, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and other derivatives and certificates associated with the foregoing, and equivalent or similar rights anywhere in the world in inventions and discoveries, including, without limitation, invention disclosures, and all rights to claim priority in any such patents and patent applications;
- (c) the inventions claimed by the foregoing patents and patent applications, the worldwide rights to request, apply for, file and register the patents, the worldwide right to claim priority to such patents and patent applications; and
- (d) all claims for damages by reason of present, past and future infringement, misappropriation, violation, misuse, breach or default of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, misappropriation, violation, misuse, breach and default; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing to be held and enjoyed by Assignee for its own use and benefit and for its successors, legal representatives and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the "Assigned Patent Rights").

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- 2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-US governmental patent office and an official of any intergovernmental organization, whose duty is to issue patent registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Patent Assignment.
- 3. At the reasonable request and expense of Assignee, Assignor shall (and shall cause its affiliates, and their respective officers, directors and employees to) execute and deliver any instruments, and do and perform any other acts and things, as may be reasonably necessary for effecting completely the assignment herein recited including: (a) the execution and/or acknowledgment of any documentation or filings with any governmental authority necessary or reasonably prudent to effect the transfer, perfection or recordation of the assignment of the Assigned Patent Rights; (b) assistance with Assignee's prosecution, defense and/or enforcement of any Assigned Patent Rights; and (c) the use of commercially reasonable efforts by Assignor to obtain assistance from any employees of Assignor or its affiliates as necessary to accomplish the foregoing. In furtherance of the foregoing, if required by the applicable law, Assignor will agree, at Assignee's cost, to be legally joined as a party in any suit, action or proceeding related to the Assigned Patent Rights.
- 4. This Patent Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This Patent Assignment and all disputes, claims or controversies arising out of or relating to this Patent Assignment (whether under theories of contract, tort or otherwise), or the negotiation, validity or performance of this Patent Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to its rules of conflict of laws. This Patent Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

[Signature page follows.]

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The undersigned parties, by their authorized representatives, have executed this Recordable Patent Assignment effective as of the Effective Date:

### "ASSIGNEE":

COMMAND	ALKONØRIGINAL DUTCH
HOLDINGS	D W

Ву:

Name: Lawrence A. Neubauer

Title: Board Member

By:

Name: Phillip A. Ramsey

Title: Board Member

The	undersigned	parties,	by	their	authorized	representatives,	have	executed	this	Recordable	Patent
Assi	gnment effect	tive as of	the	Effec	tive Date:						

# "ASSIGNEE":

COMMAND	ALKON	ORIGINAL	DUTCH
HOLDINGS	B.V.		

By:

Name: Lawrence A. Neubauer

**Board Member** Title:

By: Isway or, to Phillip A. Ramsey Title: Board Member

## "ASSIGNOR":

COMMAND ALKON CANADA INC.

By: Mame: Phillip A. Ramsey

Title:

President

### Annex A

# Patents and Patent Applications Within the Assigned Patent Rights

Application Date	Application No.	Registration Date	Registration No.	Title	Country
07-Oct-2010	2771589	22-Jan-2013	2771589	PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	Canada
07-Oct-2010	2795580	16-Sep-2014	2795580	PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	Canada
07-Oct-2010	20108004532 5.1	28-Jan-2015	201080045325 .1	PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	China
07-Oct-2010	10821664.9			ROTATABLE CYLINDRICAL CONTAINER COMPRISING A RHEOLOGICAL PROBE UNIT	European Patent Office
07-Oct-2010	PCT/IB2010/ 054542			PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	Patent Cooperation Treaty
07-Oct-2010	13/500643	01-Dec-2015	9199391	PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	United States
07-Oct-2010	14/886436			PROBE AND METHOD FOR OBTAINING RHEOLOGICAL PROPERTY VALUE	United States
07-Oct-2009	61/249321			APPARATUS AND METHOD FOR MEASURING PROPERTIES OF A FLUID	United States
06-Apr-2010	001206023	06-Apr-2010	001206023- 0001	RHEOLOGICAL PROBE	European Community
07-Oct-2009	29/344973	31-May-2011	D638729	RHEOLOGICAL PROBE	United States
08-Nov-2013	2853438	17-Mar-2015	2853438	METHODS AND SYSTEMS USING CONCRETE MIX TEMPERATURE MEASUREMENT	Canada
08-Nov-2013	13852674.4			METHODS AND SYSTEMS USING CONCRETE MIX TEMPERATURE MEASUREMENT	European Patent Office
08-Nov-2013	PCT/CA2013 /050857			METHODS AND SYSTEMS USING CONCRETE MIX TEMPERATURE MEASUREMENT	Patent Cooperation Treaty
08-Nov-2013	14/441412			METHODS AND SYSTEMS USING CONCRETE MIX TEMPERATURE MEASUREMENT	United States

Application Date	Application No.	Registration Date	Registration No.	Title	Country
09-Nov-2012	61/724301			METHODS AND SYSTEMS USING CONCRETE MIX TEMPERATURE MEASUREMENT	United States
11-Mar-2014	14764306.8			METHOD AND PROBE FOR MEASURING BUOYANCY IN CONCRETE	European Patent Office
11-Mar-2014	PCT/CA2014 /050210			METHOD AND PROBE FOR MEASURING BUOYANCY IN CONCRETE	Patent Cooperation Treaty
11-Mar-2014	14/775373			METHOD AND PROBE FOR MEASURING BUOYANCY IN CONCRETE	United States
14-Mar-2013	61/781542			METHOD AND PROBE FOR MEASURING BUOYANCY IN CONCRETE	United States
12-Aug-2015	PCT/CA2015 /050760			METHOD AND SYSTEM FOR HANDLING READY-MIX CONCRETE AND METHOD FOR PRODUCING CALIBRATION DATA	Patent Cooperation Treaty
15-Aug-2014	62/037677			METHOD AND SYSTEM FOR HANDLING READY-MIX CONCRETE AND METHOD FOR PRODUCING CALIBRATION DATA	United States
01-Sep-2015	PCT/CA2015 /050838			SYSTEM AND METHOD FOR DETERMINING A STATUS OF A VALVE	Patent Cooperation Treaty
05-Sep-2014	62/046227			SYSTEM AND METHOD FOR DETERMINING A STATUS OF A VALVE	United States
28-Oct-2015	62/247340			METHOD AND SYSTEM FOR GENERATING A SIGNAL INDICATING THE ROTATION SPEED OF A READY MIX DRUM	United States
15-Dec-2015	62/267357			METHOD AND SYSTEM FOR GENERATING A SIGNAL INDICATING THE ROTATION SPEED OF A READY MIX DRUM	United States

PATENT REEL: 043493 FRAME: 0730

**RECORDED: 09/06/2017**