

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4591678

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MATTHEW T. KHACHATURIAN	06/15/2017
RECEIVING PARTY DATA		
Name:	VERSABAR, INC.	
Street Address:	11349 FM 529	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77041	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8793843
	Application Number:	15591472
CORRESPONDENCE DATA		
Fax Number:	(713)758-1105	
<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>		
Phone:	7137581105	
Email:	iptldocket@velaw.com	
Correspondent Name:	W. SCOTT BROWN	
Address Line 1:	1001 FANNIN STREET, SUITE 2500	
Address Line 4:	HOUSTON, TEXAS 77002	
ATTORNEY DOCKET NUMBER:	WEL554/78006	
NAME OF SUBMITTER:	W. SCOTT BROWN	
SIGNATURE:	/wsb/	
DATE SIGNED:	09/13/2017	
Total Attachments: 5		
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ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS

This ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this "Agreement") is entered into and made effective as of June 15, 2017 (the "Effective Date") by and between MATTHEW T. KHACHATURIAN ("Assignor") and VERSABAR, INC., a Louisiana corporation ("Assignee").

RECITALS:

A. Assignee, together with Versabuild, L.L.C., a Louisiana limited liability company ("Versabuild"), Versatruss Americas, L.L.C., a Louisiana limited liability company ("Versatruss"), and Versamarine, L.L.C., a Louisiana limited liability company ("Versamarine"), and collectively with Assignee, Versabuild, and Versatruss, the "Borrowers") are party to that certain Amended and Restated Credit Agreement, dated as of January 30, 2015, among the Borrowers, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, as administrative agent for the Lenders (as the same may be amended, modified or supplemented from time to time, including pursuant to that certain First Amendment to Amended and Restated Credit Agreement, dated as of September 1, 2015, that certain Second Amendment to Amended and Restated Credit Agreement, dated as of October 30, 2015, that certain Third Amendment to Amended and Restated Credit Agreement, dated as of December 8, 2015, and that certain Fourth Amendment to Amended and Restated Credit Agreement, Consent and Forbearance Agreement, dated as of June 15, 2017 (the "Forbearance Agreement"), as so amended, the "Credit Agreement"), pursuant to which the Lenders agreed to make loans to the Borrowers from time to time pursuant to the terms thereof;

B. Assignor (i) is a named inventor and/or applicant with respect to the Patents and Patent Applications (as defined herein), (ii) is currently an employee and/or officer of Assignee, and (iii) conceived and developed the inventions covered by the Patents and Patent Applications during the period of Assignor's employment by Assignee and in connection with such employment; and

C. As a condition precedent to the execution and delivery by the Lenders of the Forbearance Agreement, and as required by Assignee, Assignor has agreed to assign the entire right, title and interest in and to the Assigned Patent Rights (as defined below) to Assignee on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee (each, a "Party", and, collectively, the "Parties") hereby agree as follows:

1. Assignment. In consideration for the payment by Assignee to Assignor of US\$10.00, and for other consideration received by the Assignor in connection with the Assignor's employment by Assignee, the full payment and receipt of which is hereby acknowledged by the Assignor, Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (a) the United States and foreign patents and patent applications listed on Exhibit "A", attached hereto and made a part hereof (the "Patents and Patent Applications"), (b) all inventions that are described in the Patents and Patent Applications

(the "Inventions"), (c) all other patents to be obtained for the Inventions, and any patent application claiming the Inventions, and any patents issuing thereof, and any provisional, non-provisional, continuation, foreign counterpart, continuations-in-part, divisional, renewal, re-issue or re-examination or design application, or any legal equivalent thereof, in the United States or any foreign jurisdiction, based in whole or in part upon, or claiming priority to, any of the Patents and Patent Applications or the Inventions, (d) all income, royalties and payments now or hereafter due or payable with respect to any of the foregoing, (e) the right to any causes of action, in law or in equity, for past, present or future infringement of any of the foregoing assigned patents and the right to claim damages for such infringement, and (f) all rights to claim priority to any of the Patents and Patent Applications or the Inventions (collectively, the rights assigned under Section (a) through (f), the "Assigned Patent Rights").

2. DISCLAIMER. ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSIGNED PATENT RIGHTS OR THAT THE ASSIGNED PATENT RIGHTS ARE FREE FROM INFRINGEMENT OF THE RIGHTS OF ANY THIRD PARTY AND SUCH REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR AND WAIVED BY ASSIGNEE.

3. Further Assurances. Assignor agrees that Assignee may record this Agreement in the U.S. Patent and Trademark Office and with any other applicable governmental authorities. Assignor also agrees, upon the request of Assignee, to execute and deliver such further instruments of transfer and assignment and to take such other actions as requested to further evidence and consummate the assignment contemplated by this Agreement, including, without limitation, the execution and delivery of such other foreign assignments and translations as desired by Assignee to file or record in any foreign office or jurisdiction applicable to any of the Assigned Patent Rights. Assignor further agrees to provide reasonable assistance to Assignee in prosecuting the patent applications included in the Assigned Patent Rights and to provide Assignee with any relevant facts and documents relating to the Assigned Patent Rights as may be known and accessible to Assignor and agrees to testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Assigned Patent Rights which may be necessary or desirable to carry out the purposes thereof.

4. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, successors and assigns.

5. Choice of Law. This Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Texas, without reference to conflicts or choice of law principles thereof.

6. Submission to Jurisdiction. For any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Agreement, each Party hereby submits, and agrees to submit, to the nonexclusive jurisdiction and venue of the courts of the State of Texas,

County of Harris, or, if it has or can acquire jurisdiction, the United States District Court for the Southern District of Texas, and each of the Parties consents to the jurisdiction of such courts in any action or proceeding and waives any objection to venue laid therein.

7. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

8. Advice of Counsel. Assignor acknowledges that he was advised to consult with, and has had ample opportunity to receive the advice of, his own legal counsel before executing this Agreement.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date first written above.

ASSIGNOR:

MATTHEW T. KHACHATURIAN

By: 

ASSIGNEE:

VERSABAR, INC.

By: 
Name: Jon E. Khachaturian
Title: President

EXHIBIT "A"

US Patents and Patent Applications

[Matter No.] App. No. Filing Date Inventor(s)	Title Patent No. Date Granted Expiration Date (approximate for pending applications) – some dates extended under 35 USC Section 154(b) and/or reduced due to terminal disclaimers
[80100.29] 13/209,111 08/12/2011 Khachaturian, Matthew	"Lifting Sling Grommet Connector and Method" 8,793,843 08/05/2014 08/12/2031 plus 158 days
[80100.33] 15/591,472 05/10/2017 Khachaturian, Matthew	"Adjustable Spreader Bar" (05/10/2037)