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## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4652400

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SOUTHEASTERN ALUMINUM PRODUCTS, INC.	08/25/2017

### **RECEIVING PARTY DATA**

Name:	SOUTHEASTERN ALUMINUM PRODUCTS, LLC	
Street Address:	11250 NORTH GRAY ROAD	
City:	CARMEL	
State/Country:	INDIANA	
Postal Code:	46033	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	
Patent Number:	6643898	

### **CORRESPONDENCE DATA**

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER:	SEA17-GN001
NAME OF SUBMITTER:	RYAN O. WHITE
SIGNATURE:	/Ryan O. White/
DATE SIGNED:	10/23/2017

**Total Attachments: 5** 

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**PATENT** REEL: 043921 FRAME: 0130 504605688

## PATENT ASSIGNMENT

This Patent Assignment (this "<u>Patent Assignment</u>") is effective as of August 25, 2017 and is between Southeastern Aluminum Products, Inc., a Florida corporation (the "<u>Assignor</u>") and Southeastern Aluminum Products, LLC, an Indiana limited liability company (the "<u>Assignee</u>").

## **RECITALS**

- A. The Assignor is the owner of the Patent and patent application set forth on Schedule A hereto (the "Patent");
- B. Pursuant to the terms and conditions of that certain Asset Purchase Agreement by and among the Assignor, the Assignee and certain other parties thereto dated as of the date hereof (the "<u>Purchase Agreement</u>"), the Assignor has agreed to transfer all of its right, title and interest in and to the Patent to the Assignee; and
- C. The Assignor desires to assign all of its right, title and interest in and to the Patent to the Assignee and the Assignee desires to acquire the Patent on the terms and conditions more particularly set forth in the Purchase Agreement.

### **AGREEMENTS**

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee all right, title and interest in and to the Patent, and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign Patent and patent applications related thereto, and any rights to file applications and receive Patent thereon, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the said Patent are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.
- 2. The Assignor hereby requests the Commissioner for Patent at the U.S. Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Patent, to record this Patent Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all patents resulting from applications derived from the Patent to the Assignee as assignee of the entire interest therein.
- 3. This Patent Assignment is in all respects subject to the terms and conditions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

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- 4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and do such other acts as may be reasonably necessary or desirable to record or memorialize the assignment of the Patent set forth herein or to otherwise effect the terms of this Patent Assignment in a manner reasonably necessary to convey title as required by the Purchase Agreement. If Assignee is unable to secure Assignor's signature for any such further papers within a reasonable time, Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.
- 5. This Patent Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.
- 6. This Patent Assignment shall be governed by and construed in accordance with the domestic laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.
- 7. No amendment of any provision of this Patent Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Patent Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 8. This Patent Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

\* \* \*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Patent Assignment to be executed as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
Southeastern Aluminum Products, Inc.	Southeastern Aluminum Products, LLC
By:	By: <u>Mul Johnson</u> Name: Julie Schipp Its: Vice President
Address for Notices:	Address for Notices: 11250 North Gray Road Carmel, IN 46033
Email:	Email: JSchipp@falconlegacy.com

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Patent Assignment to be executed as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
Southeastern Aluminum Products, Inc.	Southeastern Aluminum Products, LLC
By: William . acknow	By:
Name: William Jackson	Name: Julie Schipp
Its: Chief Executive Officer	Its: Vice President
Address for Notices: P.O. Box 58106	Address for Notices:
Jacksonville, Florida 32241	
Email: billkjackson@gmail.com	Email:

# Schedule A

## **Issued Patent**

Title	Patent No.	Issue Date	Filing Date
SELF-CENTERING PIVOT DOOR HINGE SYSTEM	US 6,643,898 B1	November 11, 2003	May 18, 2002

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**RECORDED: 10/23/2017** 

PATENT REEL: 043921 FRAME: 0135