

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4766671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WAYNE INDUSTRIAL HOLDINGS LLC DOING BUSINESS AS WAYNE ENGINEERING LLC	10/20/2017
WAYNE SWEEPERS LLC	10/20/2017
RECEIVING PARTY DATA	
Name:	CURBTENDER, INC.
Street Address:	701 PERFORMANCE DRIVE
City:	CEDAR FALLS
State/Country:	IOWA
Postal Code:	50613
PROPERTY NUMBERS Total: 20	
Property Type	Number
Patent Number:	7124463
Patent Number:	7159706
Patent Number:	7073661
Patent Number:	7120961
Patent Number:	7281625
Patent Number:	6877180
Patent Number:	7520017
Patent Number:	6234739
Patent Number:	6398478
Patent Number:	6752600
Patent Number:	6892414
Patent Number:	7024719
Patent Number:	8584362
Patent Number:	9592958
Application Number:	15587017
Application Number:	15586893
Application Number:	62352326
Application Number:	15366070
Application Number:	14834611

PATENT

Property Type	Number
Patent Number:	7025834

CORRESPONDENCE DATA

Fax Number: (734)930-2494
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: 7349302488
Email: ipfilings@bodmanlaw.com
Correspondent Name: SUSAN M. KORNFIELD - BODMAN PLC
Address Line 1: 201 SOUTH DIVISION, SUITE 400
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER:	SUSAN M. KORNFIELD
SIGNATURE:	/susan m. kornfield/
DATE SIGNED:	01/09/2018

Total Attachments: 7
source=Wayne Industrial Assignment#page1.tif
source=Wayne Industrial Assignment#page2.tif
source=Wayne Industrial Assignment#page3.tif
source=Wayne Industrial Assignment#page4.tif
source=Wayne Industrial Assignment#page5.tif
source=Wayne Industrial Assignment#page6.tif
source=Wayne Industrial Assignment#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Intellectual Property Assignment Agreement ("Agreement"), dated as of October 20, 2017, is between Wayne Industrial Holdings LLC, a Nevada limited liability company doing business as Wayne Engineering LLC with offices at 701 Performance Drive, Cedar Falls, Iowa 50613, Wayne Sweepers LLC, a Nevada limited liability company (collectively, "Assignors") and Curbtender, Inc., a Delaware corporation with offices at 701 Performance Drive, Cedar Falls, Iowa 50613 ("Assignee").

2. **Assignment of Intellectual Property Rights.** Assignors own the Intellectual Property (defined below, the "Intellectual Property"). Assignors and Assignee are parties to that certain Asset Purchase Agreement dated October 3, 2017 (the "Purchase Agreement"). Assignors hereby assign to Assignee, and Assignee hereby accepts, all of Assignors' right, title and interest in and to the IP, the goodwill symbolized by the IP, and the registrations of the Intellectual Property.

3. **Definition of Intellectual Property.** "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

4. **Identification of Specific Intellectual Property.** As defined in the Purchase Agreement and this Agreement, and without limitation, "Purchased IP" includes all of the Intellectual Property listed on Schedule 1 to this Agreement.

5. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Purchased IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. **General.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. This Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Agreement shall be governed by the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware

or any other jurisdiction). It is the entire understanding of the parties with respect to the stated subject matter and replaces any previous or contemporaneous written or oral promises, or understandings. It may be amended only by a writing signed by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignee:

Curbiender, Inc.,
a Delaware corporation

By: Smith Thapvongs

Name: Smith Thapvongs

Its: Sole Director

Assignors:

Wayne Industrial Holdings LLC,
a Nevada limited liability company
doing business as Wayne
Engineering LLC

By: _____

Name: _____

Its: _____

Wayne Sweepers LLC,
a Nevada limited liability company

By: _____

Name: _____

Its: _____

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Assignee:

Curbtender, Inc.,
a Delaware corporation

By: _____

Name: _____

Its: _____

Assignors:

Wayne Industrial Holdings LLC, a
Nevada limited liability company
doing business as Wayne
Engineering LLC

By: Kevin Watje

Name: Kevin Watje

Its: Chief Executive Officer

Wayne Sweepers LLC,
a Nevada limited liability company

By: Kevin Watje

Name: Kevin Watje

Its: Chief Executive Officer

{Signature Page to Intellectual Property Assignment Agreement}

{00027510}

SCHEDULE 1
PURCHASED IP

Patents

Patent No.	Item	Expires	Jurisdiction
7124463	Conveyor lip for motorized street sweeper	9/06/2022	United States
7159706	Self-cleaning conveyor with roller scraper-div and debris reduction skirt	3/04/2024	United States
7073661	Self-cleaning conveyor with Roller Scraper and debris reduction skirt	3/04/2024	United States
7120961	Brush Wear Adjustment System and Method	9/06/2022	United States
7281625	Self-cleaning Conveyor	7/06/2026	United States
6877180	Street Sweeper Main Broom Cut Off Flap	9/06/2022	United States
7520017	Street Sweeper Recirculation Flap	9/22/2023	United States
6234739	Compaction Mechanism for Refuse and Recyclables Collection	5/16/2018	United States
6398478	Compaction Mechanism for Refuse and Recyclables Collection	2/20/2021	United States
6752600	Fluid System	4/19/2022	United States
6892414	Street Sweeper Drag Shoe	9/06/2022	United States
7024719	Sweeper Drag Shoe	Issued 4/11/2006	United States
8584362	Three Piece Lift Arm Apparatus and Method	11/6/2028	United States
9592958	Three Piece Lift Arm Apparatus and Method	10/25/2033	United States
Serial No. 15587017	Improved Refuse Collection Vehicle Body with Pendulum Packer (Hydraulic Line Routing)	Filed 4/4/2017	United States
Serial No. 15586893	Improved Refuse Collection Vehicle Body with Pendulum Packer (Tailgate Latch Mechanism)	Filed 5/4/2017	United States
Serial No. 62352326	Articulated Front Loader Arm Mechanism	Filed 6/20/2016	United States
Serial No. 15366070	Articulated Front Loader Arm Mechanism	Filed 12/1/2016	United States
Serial No. 14834611	Improved Refuse Collection Vehicle Body with Pendulum Packer	Filed 8/25/2015	United States

7025834	Retractable Boom & Dust Skirt	Issued 4/11/2006	United States
---------	-------------------------------	---------------------	---------------

Trademarks

Item	Registration #	File Date	Jurisdiction
Arlock (name use)	2199706	10/27/1998	United States
CargoMaster (name use)	2172693	5/7/1997	United States
Centurion (name use)	2664408	5/17/2001	United States
Centurion (Design)	3834903	1/19/2010	United States
Curbtender (name use)	2171195	5/13/1997	United States
PowerLynx	2217850	5/07/1997	United States
Quantum	3843836	7/17/2009	United States
Sentry (name use)	5199409	9/30/2016	United States
"The Path is Always Clear"	87191413	10/03/2016	United States
TomCat (name use)	2229563	5/07/1997	United States
Wayne Engineering (logo design)	4201606	1/12/2012	United States
WAYNE (name use)	2047680	4/16/1996	United States
WAYNE (Mexico)	666461	2/25/1999	Mexico
Wayne Engineering (EU)	1143361	7/12/2012	EU
Wayne Engineering (AU)	1143361	7/12/2012	AU
Wayne Engineering (Italy)	1143361	7/12/2012	Italy
Wayne Engineering (Vietnam)	1143361	7/12/2012	Vietnam
Wayne Sweepers (name use)	3655406	10/18/2007	United States

Websites

Domain Name	Expires	Status
Curbtender.com	1/10/2019	Active
Enviroconmag.com	6/4/2017	Active
Thetruckhopper.com	10/21/2021	Active
Wayncindustrialholdings.com	11/6/2018	Active
Waynerfuse.com	11/6/2018	Active
Waynesweepers.com		Active
Waynesweepers.net	12/22/2018	Active

Waynetrucks.com	8/31/2017	Active
Wayneusa.com	2/1/2019	Active
Wayneusa.net	2/22/2019	Active

Other

- All engineering files and records related to the development and production of Wayne Sweepers and Wayne Refuse Trucks.
- Manco Collaboration Agreement, dated December 23, 2015, between the Manco Environmental Ltd. and Wayne Industrial Holdings.