

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4773602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RELIABILITY SOLUTIONS, LLC	01/01/2018
RELIABILITY SOLUTIONS TRAINING, LLC	01/01/2018
RELIABILITY SOLUTION MAINTENANCE, LLC	01/01/2018
RECEIVING PARTY DATA	
Name:	DUST RSL LP
Street Address:	2442 AZURE CIRCLE
City:	PALM BEACH GARDENS
State/Country:	FLORIDA
Postal Code:	33410
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8276859
CORRESPONDENCE DATA	
Fax Number:	(205)930-5101
<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:	205.930.5282
Email:	tbush@sirote.com, tmcclain@sirote.com
Correspondent Name:	TIMOTHY A. BUSH, ESQ.
Address Line 1:	2311 HIGHLAND AVE. S.
Address Line 4:	BIRMINGHAM, ALABAMA 35205
NAME OF SUBMITTER:	TIMOTHY A. BUSH, ESQ.
SIGNATURE:	/TAB/
DATE SIGNED:	01/12/2018
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), made effective as of January 1, 2018, is made by RELIABILITY SOLUTIONS, LLC, RELIABILITY SOLUTIONS TRAINING, LLC and RELIABILITY SOLUTION MAINTENANCE, LLC (collectively, "Seller"), each a Florida limited liability company, located at 7801 Jones Road, Walnut Hill, Florida 32568, in favor of DUST RSL LP ("Buyer"), a Delaware limited partnership, with an office located at 2442 Azure Circle, Palm Beach Gardens, FL 33410, the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Sellers, Reliability Solutions Maintenance, LLC, a Florida limited liability company, White RSL LP, Dick RSL LP, Dust RSL LP, each a Delaware limited partnership, and La Nina, LLC, a Delaware limited liability company, and joined in by Ian McKimmon, Gabriella Dortch, Timothy Dortch Christopher Dickson and Steve Dustin, dated as of January 1, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, including Canada;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademarks, trade names, service marks, and trade dress of Seller, including the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyrights and original works of authorship of Seller, including the copyright registrations, set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions (including Canada) to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

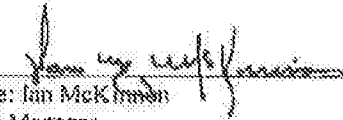
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

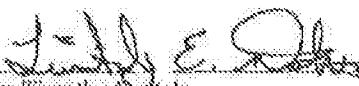
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

RELIABILITY SOLUTIONS, LLC

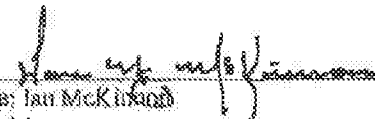
By: 
Name: Ian McKinnon
Title: Manager

By: 
Name: Gabriella Dortch
Title: Manager

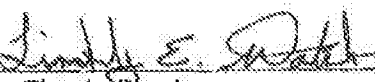
By: 
Name: Timothy Dortch
Title: Manager

Address for Notice:
7801 Jones Road
Walnut Hill, Florida, 32568

RELIABILITY SOLUTIONS TRAINING, LLC

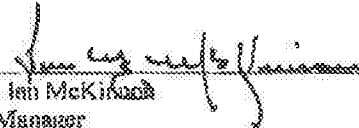
By: 
Name: Ian McKinnon
Title: Manager

By: 
Name: Gabriella Dortch
Title: Manager

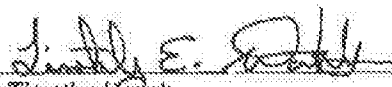
By: 
Name: Timothy Dortch
Title: Manager

Address for Notice:
7801 Jones Road
Walnut Hill, Florida, 32568

**RELIABILITY SOLUTIONS MAINTENANCE,
LLC**

By: 
Name: Ian McKinnon
Title: Manager

By: 
Name: Gabriella Dortch
Title: Manager

By: 
Name: Timothy Gerich
Title: Manager

Address for Notices:
7801 Jones Road
Walnut Hill, Florida, 32568

AGREED TO AND ACCEPTED:

DUST RSL LP

By: La Nins LLC, its sole general partner

By: 

Name: Christopher Dickson

Title: Managing Member

Address for Notice:

2442 Azure Circle

Palm Beach Gardens, FL 33410

Attn: Christopher Dickson

SCHEDULES:

DOCSM08\157718\3





SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Description of Patent	Registration No.	Registration Date
Leveling Mechanism - an equipment mounting and aligning device including a base having an upwardly facing convex portion and a swivel pad having a downwardly facing concave portion, the swivel pad being pivotally supported on the base by means of the complimentary concave and convex portions which, when joined, interact to allow the swivel pad to pivot to compensate for a piece of equipment's bent or irregular mounting feet and for uneven mounting surfaces	US 8,276,859 B1	10/02/2012

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date
RELIABILITY SOLUTIONS, THE MASTER OF ESSENTIAL SKILLS TRAINING	3265502	07/17/07
RELIABILITY SOLUTIONS, THE LEADER OF RELIABLE MANUFACTURING	3187767	12/19/06
PRECISION MAINTENANCE TRAINING IS THE KEY TO RELIABLE MANUFACTURING	3204298	01/30/07
ACCU-PAD	3712522	11/17/09
	4225235	10/16/12
	4225779	10/16/12
RELIABLE MANUFACTURING	4789126	08/11/15
PRECISION MAINTENANCE	4781002	07/28/15
RELIABLE MANUFACTURING	TMA935,288 (Registered in Canada)	04/19/16
	TMA935,291 (Registered in Canada)	04/19/16
	TMA935,289 (Registered in Canada)	04/19/16
PRECISION MAINTENANCE	TMA944,977 (Registered in Canada)	08/03/16

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Registration No.	Registration Date
Reliability Solutions – Precision Maintenance...Machinery Assembly Installation	TX 8-051-112	04/02/15