## 504758343 02/01/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4805071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
E & B EXERCISE, LLC	12/07/2017
E & B GIFTWARE, LLC	12/07/2017

#### **RECEIVING PARTY DATA**

Name:	VALEO INDUSTRIAL TECHNOLOGIES LLC	
Street Address:	8846 N. SAM HOUSTON PARKWAY	
Internal Address:	SUITE 110	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77064	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	D568950
Patent Number:	D598637

#### **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:jason.mueller@arlaw.comCorrespondent Name:JASON P. MUELLERAddress Line 1:701 POYDRAS STREET

Address Line 2: SUITE 4500

Address Line 4: NEW ORLEANS, LOUISIANA 70139

ATTORNEY DOCKET NUMBER:	27128-2
NAME OF SUBMITTER:	JASON P. MUELLER
SIGNATURE:	/Jason P. Mueller/
DATE SIGNED:	02/01/2018

### **Total Attachments: 5**

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# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

#### PATENT ASSIGNMENT

WHEREAS EB Brands Holdings, Inc., a corporation organized under the laws of the State of Delaware, E&B Exercise, LLC, a limited liability company organized under the laws of the State of Delaware, and E&B Giftware, LLC, a limited liability company organized under the laws of the State of Delaware, as the sellers ("Assignors"), each acting by and through Daniel F. Dooley in his capacity as permanent receiver (the "Receiver"), and Valeo Industrial Technologies LLC, a limited liability company organized under the laws of the State of Delaware, as the purchaser ("Assignee") entered into two Asset Purchase Agreements, the first on or about July 27, 2107 and the second on or about November 17, 2017, whereby Assignors assigned to Assignee all rights, title and interests in, to and under certain patents and patent applications identified on Schedule A hereto (the or said "Patents"); and

WHEREAS, Assignee is desirous of obtaining all rights, title and interests in, to and under said Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignors hereby assign and transfer to Assignee, its successors and assigns, all of Assignors' rights, title and interests, collectively and individually, worldwide, in, to and under: (i) the Patents, as well as all divisions, renewals and continuing patent applications (e.g., divisional applications, continuation applications and continuation-in-part applications) thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may hereafter be filed for inventions embodied by the Patents in any country or countries foreign to the United States, and all Letters Patent which may be granted for said inventions embodied by the Patents in any country or countries foreign to the United States and all extensions, renewals and reissues thereof and all rights of priority in any such country or countries based upon the filing of the Patents in the United States which are created by any law, treaty or international convention, as well as, worldwide, all patents and patent applications related to or claiming priority to the Patents, including all designs, industrial, model utility and utility patents and patent, (all of which shall be included in the Patents); (ii) all files and records relating to the prosecution, exploitation, and defense of any of the foregoing; and (iii) all rights to causes of action and remedies pertaining to the Patents, including without limitation the right to sue and recover for past, present or future infringement or violation of rights related to the foregoing, the right to secure registration of the Patents and of this Assignment, the right to initiate other proceedings before all government and administrative bodies with respect to the Patents.

AND Assignors hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on any such applications as aforesaid, to issue all

Letters Patent for said inventions to Assignee, its successors and assigns, in accordance with the terms of this instrument.

AND Assignors do hereby covenant that it has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

AND Assignors do further hereby covenant and agree that it will communicate to Assignee, its successors and assigns, any facts known to it respecting the Patents, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid said Assignee, its successors and assigns, to obtain and enforce any attendant rights in all countries.

IN WITNESS WHEREOF, each of the Assignors, acting by and through Daniel F. Dooley as their permanent receiver, has signed this instrument as of this <u>7th</u> day of December, 2017.

EB BRANDS HOLDINGS, INC.	By: Daniel Paley, Joseph A.
	Name: Daniel F. Dooley
	Title: Permanent Receiver
E&B EXERCISE, LLC	By: Dankel Buley, snaly gellectivea
	Name: Daniel F. Dooley
	Title: Permanent Receiver
E&B GIFTWARE, LLC	By: Mandel Flore, souly sollich Ved
	Name: Daniel F. Dooley
State of Illinois ) ss	Title: Permanent Receiver
County of <u>Cook</u>	

On the \_7th day of December in the year 2017 before me, the undersigned, personally appeared Daniel F. Dooley personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public [SEAL]
DONALD G SKOGSBERG
Official Seal
Notary Public - State of Illinois
My Commission Expires Sep 7, 2020

Notary Public Signature

Donald G. Skogsberg Printed Name of Notary Public

Accepted by: ASSIGNEE:

VALEO INDUSTRIAL TECHNOLOGIES LLC

By: James E. Wolf Title: President

State of Texas )
County of Lake )

On the order in the year loss before me, the undersigned, personally appeared James E. Wolf personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public [SEAL]

DAVID GIBSON RICCIARDI MY COMMISSION EXPIRES August 31, 2019

AVID (TIGON (TCCTAR))
Printed Name of Notary Public

# $\underline{ \mbox{Schedule A}}$ List of Patents and Patent Applications

	Registration/ Publication/ Application Country and Number	Registration/ Publication/ Application Date
1	US5790980A	1998-08-11
2	US614032A	2010-04-20
3	US6382996B1	2002-05-07
4	US6405973B1	2002-06-18
5	US6422402B1	2002-07-23
6	US6443388B1	2002-09-03
7	US6581541B2	2003-06-24
8	US7037285B2	2006-05-02
9	USD385751S1	1997-11-04
10	USD385758S1	1997-11-04
11	USD392485S1	1998-03-24
12	USD394370S1	1998-05-19
13	USD394406S1	1998-05-19
14	USD395567S1	1998-06-30
15	USD396597S1	1998-08-04
16	USD397462S1	1998-08-25
17	USD397587S1	1998-09-01
18	USD399395S1	1998-10-13
19	USD404577S1	1999-01-26
20	USD412311S1	1999-07-27
21	USD414306S1	1999-09-21
22	USD415803S1	1999-10-26
23	USD417021S1	1999-11-23
24	USD417130S1	1999-11-30
25	USD418417S1	2000-01-04
26	USD418557S1	2000-01-04
27	USD418559S1	2000-01-04

	Registration/ Publication/ Application Country and Number	Registration/ Publication/ Application Date
28	USD418561S1	2000-01-04
29	USD418881S1	2000-01-11
30	USD421084S1	2000-02-22
31	USD421373S1	2000-03-07
32	USD421559S1	2000-03-14
33	USD421570S1	2000-03-14
34	USD421697S1	2000-03-21
35	USD421701S1	2000-03-21
36	USD422214S1	2000-04-04
37	USD422795S1	2000-04-18
38	USD422861S1	2000-04-18
39	USD422912S1	2000-04-18
40	USD433600S1	2000-11-14
41	USD435677S1	2000-12-26
42	USD452398S1	2001-12-25
43	USD454561S1	2002-03-19
44	USD459951S1	2002-07-09
45	USD460434S1	2002-07-16
46	USD461165S1	2002-08-06
47	USD467471S1	2002-12-24
48	USD477301S1	2003-07-15
49	USD480327S1	2003-10-07
50	USD523642S1	2006-06-27
51	USD537234S1	2007-02-27
52	USD568950S1	2008-05-13
53	USD582097S1	2008-12-02
54	USD595859S1	2009-07-07

Registration/ Publication/ Application Country and Number  Tegistratic Publication Application Date Number  55 USD598193S1 2009-08-18	n/
Country and Date Number	n
Number	
→ 00   UDD000100D1	3
56 USD598637S1 2009-08-28	5
57 USD600885S1 2009-09-29	
58 USD601780S1 2009-10-13	3
59 USD609594S1 2010-02-09	<del></del>
60 USD626171S1 2010-10-26	3
61 USD646052S1 2011-10-04	1
62 USD667605S1 2012-09-18	<del></del> 3
63 USD668042S1 2012-10-02	2
64 USD684359S1 2013-06-18	3
65 USD684765S1 2013-06-25	5
66 USD685524S1 2013-07-02	2
67 USD685866S1 2013-07-09	)
68 USD691218S1 2013-10-08	3
69 US20020162511A1 2002-11-07	7
70 US20020193719A1 2002-12-19	)
71 US20030029961A1 2003-02-13	3
72 US20030102274A1 2003-06-05	5
73 US20040231607A1 2004-11-25	5
74 US20070284269A1 2007-12-13	3
75 US20090229329A1 2009-09-17	7
76 US20110190098A1 2011-08-04	1
77 US20130066591A1 2013-03-14	1
78 US20130196831A1 2013-08-01	L
79 US20130225376A1 2013-08-29	}
80 US20150257554A1 2015-09-17	7
81 US20160124210A1 2016-05-05	5
82 US20160302596A1 2016-10-20	)
83 US20160374417A1 2016-12-29	)

	Registration/ Publication/ Application Country and Number	Registration/ Publication/ Application Date
84	US62062009	2014-10-09
85	US62185153	2015-06-26
86	US62422314	2016-01-15
87	CA2592569A1	2008-10-18
88	CA2868488C	2016-03-15
89	CN104605686A	2015-05-13
90	CN205434810U	2016-08-10
91	EP1252851A3	2003-07-16
92	EP1254598A3	2003-01-15
93	EP2918196B1	2016-11-30
94	GB200716411D0	2007-10-03

PATENT REEL: 044799 FRAME: 0182

RECORDED: 02/01/2018