PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4818145

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
PAUL D. BAILLARGEON	02/01/2018

RECEIVING PARTY DATA

Name: O.E.M. CONTROLS, INC.	
Street Address:	10 CONTROLS DRIVE
City: SHELTON	
State/Country: CONNECTICUT	
Postal Code:	06484

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	14338289
Application Number:	14608341
Patent Number:	9245434
Application Number:	14972788
Patent Number:	6297744

CORRESPONDENCE DATA

Fax Number: (203)403-3068

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: 203-438-6991

Correspondent Name: FINHAM DOWNS LLC. **Address Line 1:** 90 GROVE STREET

Address Line 2: SUITE 205

Address Line 4: RIDGEFIELD, CONNECTICUT 06877

ATTORNEY DOCKET NUMBER:	OE01-001
NAME OF SUBMITTER:	LIMOR N. BREDMEHL
SIGNATURE:	/Limor N. Bredmehl/
DATE SIGNED:	02/09/2018

Total Attachments: 8

PATENT REEL: 044880 FRAME: 0431

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PATENT REEL: 044880 FRAME: 0432

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated as of February 1, 2018, is made by PAUL D. BAILLARGEON, an individual residing at 30 Granite Street, Suncook, New Hampshire 03275 ("Seller"), in favor of O.E.M. CONTROLS, INC., a Connecticut corporation located at 10 Controls Drive, Shelton, Connecticut 06484 ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement between Buyer and Seller of even date herewith (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 and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer 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 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) 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;
 - (d) 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
 - (e) 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, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and

PATENT REEL: 044880 FRAME: 0433 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 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. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. 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 Connecticut, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written. Paul D. Baillargeon, individually **ACKNOWLEDGMENT** STATE OF New Hampshire)SS. COUNTY OF Metrimack On the ______ day of February, 2018, before me personally appeared Paul Baillargeon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument. Printed Name: Ronald F My Commission Expires: 1/27/2026 RONALD P. LAFOND Notary Public - New Hampshire My Commission Expires January 27, 2021 O.E.M. CONTROLS, INC AGREED TO AND ACCEPTED: By: Name: Samuel R.N. Simons Title: President ACKNOWLEDGMENT STATE OF Connecticut)SS. COUNTY OF Fair field 5th day of February, 2018, before me personally appeared Samuel R.N. Simons, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of O.E.M. Controls, Inc., and acknowledged the instrument to be the free act and deed of O.E.M. Controls, Inc. for the uses and purposes mentioned in the instrument. Melisa Ann Lupke Notary Public Printed Name: Melisa Ann Dupke My Commission Expires: 11/30/3019

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MELISA ANN DUPKE NOTARY PUBLIC NY COMMISSION EXPIRES NOV. 30, 2019

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patent/Publication Number Jurisdiction		Application Number	Title	Application Date	Publication Date	
CA2826931A1	Canada 282693	2826931	6931 WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN THE MONITORING OF FALL ARRESTING AND PREVENTION DEVICES AND METHOD OF SAME		2012-08-16	
CA2880874A1	Canada	2880874	DETECTION AND WARNING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2015-01-30	2015-07-31	
EP2673758A4	Europe	2012745217	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN THE MONITORING OF FALL ARRESTING AND PREVENTION DEVICES AND METHOD OF SAME	2012-02-09	2017-11-29	

PATENT REEL: 044880 FRAME: 0436

Patent/Publication Number EP3050041A4 Europe		Application Number	Title	Application Date	Publication Date	
		2014829721	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2014-08-12	2017-07-26	
US20150027808A1	United States	14/338289	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2014-07-22	2015-01-29	
US20150217981A1	United States	14/608341	DETECTION AND WARNING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2015-01-29	2015-08-06	
US20160117902A1	United States	14/972788	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN THE MONITORING OF FALL ARRESTING AND PREVENTION DEVICES AND METHOD OF SAME	2015-12-17	2016-04-28	
US5611410	United States	08/500704	Aerial platform enclosure apparatus	1995-07-11	1997-03-18	
	United States	60/092,465	AERIALIFT WARNING DEVICE	1998-07-11	-	

Patent/Publication Number	Jurisdiction	Application Number	Title	Application Date	Publication Date
	United States	60/102583	FALL PREVENTION SYSTEM AND METHOD	1998-09-30	<u>.</u>
	United States	61/440957	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN THE MONITORING OF FALL ARRESTING AND PREVENTION DEVICES AND METHOD OF SAME	2011-02-09	•
	United States	61/857672	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2013-07-23	*
	United States	61/934617	DETECTION AND WARNING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2014-01-31	-
US6265983	United States	09/408798	Fall protection system and method	1999-09-30	2001-07-24
US6297744	United States	09/347471 (60/092465 Provisional)	Acrialift warning system and method	1999-07-02	2001-10-02
US6330931	United States	09/409510	Fall protection system and method	1999-09-30	2001-12-18

Patent/Publication Number	Jurisdiction	Application Number	Title	Application Date	Publication Date
US9245434	United States	13/369749	Warning and message delivery and logging system utilizable in the monitoring of fall arresting and prevention devices and method of same	2012-02-09	2016-01-26
WO2000019052A1	WIPO	PCT/US1999/022560	FALL PROTECTION SYSTEM AND METHOD	1999-09-30	2000-04-06
WO2012109444A3	WIPO	PCT/US2012/024481	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN THE MONITORING OF FALL ARRESTING AND PREVENTION DEVICES AND METHOD OF SAME	2012-02-09	2013-01-17
WO2015013333A9	WIPO	PCT/US2014/047695	WARNING AND MESSAGE DELIVERY AND LOGGING SYSTEM UTILIZABLE IN A FALL ARRESTING AND PREVENTION DEVICE AND METHOD OF SAME	2014-08-12	2015-04-23

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

None

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date	Applicant
SMART SNAP	U.S.P.T.O.	1B	87462686	May 24, 2017	Paul D. Baillargeon

RECORDED: 02/09/2018