

12/28/2017

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

12/28/17



103678290

DEC 28 2017

To the Director of the U.S. Patent and Trademark Office: Please record this document of the new address(es) below.

**1. Name of conveying party(ies)**

Blazing Products, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) 11/20/2017

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Name: King Technology of Missouri, Inc.

Internal Address: \_\_\_\_\_

Street Address: 42 N. Central Drive

City: O'Fallon

State: MO

Country: USA Zip: 63366

Additional name(s) & address(es) attached? ☐ Yes ☒ No

**4. Application or patent number(s):**

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

8,172,276

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Jacobson & Johnson, LLC

Internal Address: Suite 285

Street Address: One West Water Street

City: St. Paul

State: MN Zip: 55107

Phone Number: 651.222.3775

Docket Number: 7123

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number 10-021029 8172276

Authorized User Name Carl L. Johnson

01 FC0021

40.00 00

**9. Signature:**

Carl L. Johnson  
Signature

12-18-17  
Date

Carl L. Johnson

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*IP Assignment*"), dated as of November 20, 2017 is made by Blazing Products, Inc., a Missouri corporation ("*Seller*"), in favor of King Technology of Missouri, Inc., a Missouri corporation and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of November 20, 2017, by and between Buyer and Seller (the "*Purchase Agreement*").

Whereas, under the terms of the 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, 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 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(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 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 Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the 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 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.

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 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 Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]*

In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**BLAZING PRODUCTS, INC.**

By Thomas A. King  
Name: Thomas A. King  
Title: CEO  
Address for notices:  
253 Chesterfield Industrial Blvd.  
Chesterfield, MO 63005

AGREED TO AND ACCEPTED:

**KING TECHNOLOGY OF MISSOURI, INC.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for notices:  
42 N. Central Drive  
O'Fallon, MO 63366

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

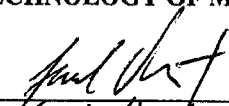
In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

**BLAZING PRODUCTS, INC.**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address for notices:  
253 Chesterfield Industrial Blvd.  
Chesterfield, MO 63005

AGREED TO AND ACCEPTED:

**KING TECHNOLOGY OF MISSOURI, INC.**

By  \_\_\_\_\_  
Name: Frank Vlasaty  
Title: President  
Address for notices:  
42 N. Central Drive  
O'Fallon, MO 63366

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

# Blading Products - Patents

number	title	country	appno	datefiled	issuano	dateiss
64219	FITTINGS CONNECTABLE TO END PORTIONS OF PIPES AND RELATED METHODS	USA	11/868231	10/5/2007	8172276	5/8/2012
64240	PIPE FITTINGS WITH INSERT RETAINING SEALS AND RELATED METHODS; CIP OF 12/416814	USA	13/465163	5/7/2012	9297486	3/29/2016
64408	INSERT PORTION OF A PIPE FITTING [Design]	USA	29/415421	3/9/2012	0709994	7/29/2014
64418	FITTINGS CONNECTABLE TO END PORTIONS OF PIPES AND RELATED METHODS - CONTINUATION	USA	13/416281	3/9/2012	8596691	12/3/2013
64443	FITTINGS FOR SEALED RETENTION TO END PORTIONS OF PIPES AND RELATED METHODS	USA	13/67265	9/26/2012	8662541	3/4/2014