

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4838022

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SPECIALTY HARDWARE L.P.	01/17/2018
RECEIVING PARTY DATA		
Name:	SPECIALTY HARDWARE, LLC	
Street Address:	7373 E DOUBLETREE ROAD	
Internal Address:	SUITE 165	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85258	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7770346
CORRESPONDENCE DATA		
Fax Number:		
<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:	9492631085	
Email:	tim.shields@george-shields.com	
Correspondent Name:	TIMOTHY F. SHIELDS	
Address Line 1:	30 CORPORATE PARK	
Address Line 2:	SUITE 300	
Address Line 4:	IRVINE, CALIFORNIA 92606	
NAME OF SUBMITTER:	TIMOTHY F. SHIELDS	
SIGNATURE:	/s/ Timothy F. Shields	
DATE SIGNED:	02/23/2018	
Total Attachments: 4		
source=2018-01-17 - Patent Assignment No. 7770346#page1.tif		
source=2018-01-17 - Patent Assignment No. 7770346#page2.tif		
source=2018-01-17 - Patent Assignment No. 7770346#page3.tif		
source=2018-01-17 - Patent Assignment No. 7770346#page4.tif		

PATENT ASSIGNMENT

This agreement for a patent assignment is by and between Specialty Hardware L.P., a California limited partnership ("Assignor"), having a place of business in Newport Beach, California, and Specialty Hardware, LLC, an Arizona limited liability company, having a place of business in Scottsdale, Arizona ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the Patent identified in Exhibit "A" attached hereto, including the inventions described therein and the patents issued and reissued thereon (the "Patent"), the renewals therefor and all claims for past or future infringement thereof.

WHEREAS, Assignor and Assignee have entered into an agreement under which Assignor agreed to sell and Assignee agreed to purchase certain patents and trademarks of Assignor, including the aforesaid Patent, and the applications and renewals therefor and all claims for past or future infringement thereof.

NOW THEREFORE, for valuable consideration as set forth in the Agreement, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors and assigns, free and clear of any and all liens, restrictions, claims and encumbrances, Assignor's entire right, title, and interest in and to the Patent and divisions, continuations or continuations-in-part thereof, and the Trademark, together with all rights of registration, maintenance, and protection thereof in any form, all rights to income, royalties, damages and payments now due or hereafter due or payable in respect thereto, and all rights of recovery and of legal action for past or future infringements and of interference proceedings and reexaminations involving such Patent and Trademark. Such assignment shall be effective as of January 17, 2018.

There are no actions (including any oppositions, interferences or re-examinations) settled, pending or, to the Assignor's knowledge, threatened: (i) alleging any infringement, misappropriation, dilution or violation of the intellectual property of any third party by the Assignor; (ii) challenging the validity, enforceability, registrability or ownership of any Assignor patent; or (iii) by the Assignor or any third party alleging any infringement, misappropriation, dilution. The Assignor is not subject to any outstanding or, to the Assignor's knowledge, threatened Governmental Authority (including any motion or petition therefor) that does or would restrict or impair the use of any of Assignor's patents.

Each Party, upon the reasonable request of the other Party, agrees to perform all further acts and execute, acknowledge, and deliver any documents that may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

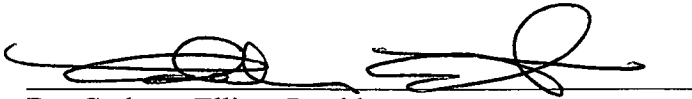
This Assignment is deemed to be executed and delivered within the State of California, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the State of California without regard to its conflicts of law principles.

(signature page to follow)

IN WITNESS WHEREOF, this Assignment was duly executed on January 17, 2018.

ASSIGNOR:

Specialty Hardware L.P., by its general partner
Specialty Hardware, Inc.

A handwritten signature in black ink, appearing to read 'Carleton Elliott', written over a horizontal line.

By: Carleton Elliott, President

ASSIGNEE:

Specialty Hardware, LLC

A handwritten signature in black ink, appearing to read 'Kelly Holcomb', written over a horizontal line.

By: Kelly Holcomb, Manager

(Notary acknowledgements attached for each signatory)

EXHIBIT "A"

PATENT

Patent Number	File Date	Holder	Name of Inventors	Title of Invention
7770346	8/30/2005	Specialty Hardware L.P.	Carleton Elliott	Fire-retardant cementitious shear board having metal backing with tab for use as underlayment panel for floor or roof

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT (CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

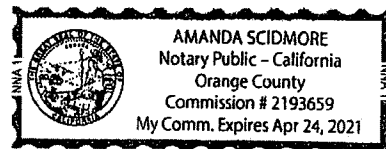
County of Orange)

On January 17, 2018 before me, Amanda Scidmore, Notary Public, personally appeared Carleton Elliott who proved to me on the basis of satisfactory evidence to be the person(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~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT (CIVIL CODE § 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On January 17, 2018 before me, Amanda Scidmore, Notary Public, personally appeared Kelly Holcomb who proved to me on the basis of satisfactory evidence to be the person(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~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

