# 504791409 02/23/2018

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4838141

|  |  | NEW ASSIGNMENT   | NEW ASSIGNMENT |  |  |  |
|--|--|--|----------------|--|--|--|
| NATURE OF CONVEYANCE:  |  | ASSIGNMENT   | ASSIGNMENT     |  |  |  |
| CONVEYING PARTY  | Υ DATA                                 |  |                |  |  |  |
|  |  | Name   | Execution Date |  |  |  |
| SPECIALTY HARDW  | VARE L.P.                              |  | 01/17/2018     |  |  |  |
| RECEIVING PARTY  | DATA                                   |  |                |  |  |  |
| Name:  |  | SPECIALTY HARDWARE, LLC  |                |  |  |  |
| Street Address:  | 7373 E                                 | DOUBLETREE ROAD  |                |  |  |  |
| Internal Address:  | SUITE                                  | 165  |                |  |  |  |
| City:  | SCOTT                                  | SCOTTSDALE   |                |  |  |  |
| State/Country:   | ARIZON                                 | NA   |                |  |  |  |
| Postal Code:   | 85258                                  |  |                |  |  |  |
| Patent Number:   |  | 8079188  |                |  |  |  |
|  |  |  |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br>using a fax number  | ill be sent to<br>, if provided        | the e-mail address first; if that is unsuc<br>; if that is unsuccessful, it will be sent v   |                |  |  |  |
| <i>using a fax number</i><br>Phone:  | ill be sent to<br>, if provided        | <b>l; if that is unsuccessful, it will be sent v</b><br>9492631085   |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:   | ill be sent to<br>, if provided        | l; if that is unsuccessful, it will be sent v  |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nam  | ill be sent to<br>, if provided<br>ne: | <i>l; if that is unsuccessful, it will be sent v</i><br>9492631085<br>tim.shields@george-shields.com   |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nan<br>Address Line 1:<br>Address Line 2:                    | ill be sent to<br>, if provided<br>ne: | <i>I; if that is unsuccessful, it will be sent v</i><br>9492631085<br>tim.shields@george-shields.com<br>TIMOTHY F. SHIELDS   |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nan<br>Address Line 1:<br>Address Line 2:                    | ill be sent to<br>, if provided<br>ne: | <i>I; if that is unsuccessful, it will be sent v</i><br>9492631085<br>tim.shields@george-shields.com<br>TIMOTHY F. SHIELDS<br>30 CORPORATE PARK  |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nan<br>Address Line 1:                                       | ill be sent to<br>, if provided<br>ne: | <i>I; if that is unsuccessful, it will be sent v</i><br>9492631085<br>tim.shields@george-shields.com<br>TIMOTHY F. SHIELDS<br>30 CORPORATE PARK<br>SUITE 300                             |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nan<br>Address Line 1:<br>Address Line 2:<br>Address Line 4: | ill be sent to<br>, if provided<br>ne: | <i>I; if that is unsuccessful, it will be sent v</i><br>9492631085<br>tim.shields@george-shields.com<br>TIMOTHY F. SHIELDS<br>30 CORPORATE PARK<br>SUITE 300<br>IRVINE, CALIFORNIA 92606 |                |  |  |  |
| Fax Number:<br><i>Correspondence wi</i><br><i>using a fax number</i><br>Phone:<br>Email:<br>Correspondent Nan<br>Address Line 1:<br>Address Line 2:<br>Address Line 4: | ill be sent to<br>, if provided<br>ne: | I; if that is unsuccessful, it will be sent v<br>9492631085<br>tim.shields@george-shields.com<br>TIMOTHY F. SHIELDS<br>30 CORPORATE PARK<br>SUITE 300<br>IRVINE, CALIFORNIA 92606        |                |  |  |  |

#### 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)

1

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

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

By: Carleton Elliott, President

ASSIGNEE: Specialty Hardware, LLC

By: Kelly Holcomb, Manager

(Notary acknowledgements attached for each signatory)

### PATENT REEL: 045020 FRAME: 0475

### EXHIBIT "A"

1

## PATENT

| Patent Number | File Date  | Holder                     | Name of   | Title of Invention                                 |
|---------------|------------|----------------------------|---|--|
|               |            |                            | Inventors   |  |
| 8079188       | 12/16/2008 | Specialty<br>Hardware L.P. | Carleton Elliott,<br>Allan Schwartz,<br>Gregory Kulpa | Energy absorbing blast wall for building structure |

### PATENT REEL: 045020 FRAME: 0476

### 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, <u>Amanda Scidmore</u>, Notary Public, personally appeared <u>Carleton Elliott</u> 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 se AMANDA SCIDMORE Notary Public - California Orange County Signature (Seal) Commission # 2193659 My Comm. Expires Apr 24, 2021

#### 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, <u>Amanda Scidmore</u>, Notary Public, personally appeared <u>Kelly Holcomb</u> 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 sea Signature (Seal)



### PATENT REEL: 045020 FRAME: 0477

**RECORDED: 02/23/2018**