

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4905858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ACCUBILT, INC.	03/14/2018
RECEIVING PARTY DATA	
Name:	ACCUBILT AUTOMATED SYSTEMS, LLC
Street Address:	2365 RESEARCH DR
City:	JACKSON
State/Country:	MICHIGAN
Postal Code:	49203
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6772932
CORRESPONDENCE DATA	
Fax Number:	(816)983-8080
<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:	8169838000
Email:	pto-kc@huschblackwell.com
Correspondent Name:	HUSCH BLACKWELL LLP
Address Line 1:	4801 MAIN STREET, SUITE 1000
Address Line 4:	KANSAS CITY, MISSOURI 64112
ATTORNEY DOCKET NUMBER:	513003.10
NAME OF SUBMITTER:	KRISTINE L. KAPPEL
SIGNATURE:	/kristine l. kappel/
DATE SIGNED:	04/09/2018
Total Attachments: 7	
source=KCP-#8350209-v1-AccuBilt_-__Executed__Patent_Assignment_(Buyer_to_Seller)#page1.tif	
source=KCP-#8350209-v1-AccuBilt_-__Executed__Patent_Assignment_(Buyer_to_Seller)#page2.tif	
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment") is effective as of the 14th of March, 2018 (the "Effective Date") by and between AccuBilt, Inc., a Michigan corporation ("Assignor") and AccuBilt Automated Systems, LLC, a Michigan limited liability company ("Assignee") (individually referred to herein as the "Party" and collectively referred to herein as the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated March 14, 2018 ("APA"), pursuant to which Assignor undertook to sell, convey, assign, transfer, and deliver to Assignee all of the Assets, including all Intellectual Property Assets, owned by Assignor, and pursuant to the transaction contemplated by the APA, Assignor must transfer to Assignee its entire right, title and interest in and to the patent listed in the attached Exhibit A (the "Patent"), the domain name listed in the attached Exhibit B (the "Domain Name"), and other intellectual property (the "Other Intellectual Property Assets");

WHEREAS, Assignee desires to obtain the entire right, title and interest in and to the Patent, Domain Name, and Other Intellectual Property Assets from Assignor;

WHEREAS, capitalized terms used but not defined in this IP Assignment shall have the respective meanings ascribed to such terms in the APA.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Patent Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee the whole entire right, title and interest in and to the Patent, including all inventions and discoveries disclosed therein or encompassed thereby, all provisional and nonprovisional applications relating to the Patent or claiming the benefit thereof that have been or may hereafter be filed in the United States or in any other foreign country and all divisionals, continuations, continuations-in-part, extensions, reexaminations and reissues relating thereto, and the right to sue for and the remedies resulting from past and future infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

2. Authorization to File Patent Applications. Assignor hereby authorizes Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in Assignor's name or in the name of Assignee or otherwise as Assignee may deem advisable, under any treaty, convention or otherwise. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer the Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct.

3. Domain Name Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers, and confirms that it has sold, conveyed, assigned, transferred, and delivered to Assignee the entire right, title and interest in and to the Domain Name, including all goodwill associated therewith, and the right to sue for and the remedies resulting from past and future

infringement of the foregoing, and rights of protection of interest therein under the laws of all jurisdictions.

4. Covenant to Transfer Domain Name. Assignor covenants, agrees and undertakes to take all steps requested by Assignee which are reasonably necessary to effect such assignment and transfer in accordance with the domain name transfer procedures of the applicable registrar(s) for the Domain Name, including executing applicable domain name registrar transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable, all without further compensation to Assignor. If, due to applicable registrar rules or regulations, a domain name registration cannot be assigned, the Parties agree to discuss a reasonable resolution. Until such reasonable resolution is reached, Assignor shall maintain such domain name registration in full force and effect, and operate such domain at Assignee's direction, including pointing the domain to another site selected by Assignee. Assignee shall bear the reasonable costs associated with such maintenance and operation.

5. General Intellectual Property Assignment. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee the whole entire right, title and interest in and to the Other Intellectual Property Assets necessary for the operation of the Business, including (i) Assignor's name and all assumed fictional business names, trade names, registered and unregistered trademarks, trade dress, service marks and applications, (ii) all patents, patent applications and inventions and discoveries that may be patentable, (iii) all registered and unregistered copyrights in both published works and unpublished works (including content or information contained in any web site, social media site and marketing materials), (iv) all know-how, trade secrets, confidential or proprietary information, customer and supplier lists, software, technical information, data, formulae, manufacturing processes, designs, process technology, plans, drawings and blue prints and other proprietary and confidential information, excluding any rights in respect of any of the foregoing that comprise or are protected by copyrights or patents, and (v) all rights in internet web sites, internet domain names and social media usernames presently used by Assignor.

6. Representations and Warranties. Assignor represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to the Patent, Domain Name, and Other Intellectual Property Assets and that it has the full power, right, and authority to enter into this IP Assignment. Assignor further represents and warrants that it has not entered into any contract or made any commitments that will or may impair Assignee's rights hereunder and that the Patent, Domain Name, and Other Intellectual Property Assets constitute all of the intellectual property owned by Assignor that is currently being used by Assignee and that is necessary for the continued and projected operations of Assignee.

7. Further Assurances. Assignor covenants, agrees and undertakes to take all steps requested by Assignee, all assignments, lawful oaths and any other papers which are reasonably necessary for securing to Assignee or for maintaining for Assignee any and all of the Patent, Domain Name, and Other Intellectual Property Assets, all without further compensation to the Assignor.

8. Assignee Obligations to Record Assignment. Assignee shall be responsible for, at Assignee's sole cost and expense, (i) preparing all documents required by the United States Patent & Trademark Office ("USPTO") to transfer ownership of the Patent to Assignee, (ii)

ensuring all documents are in a format accepted by the USPTO, and (iii) and paying all recording costs charged by the USPTO associated with the recording of such documents.

9. Assistance in Proceedings. Assignor agrees that it is hereby legally bound, upon request and at the expense of Assignee or its successors or assigns or a legal representative thereof, to supply all information and evidence of which Assignor has knowledge or possession relating to the Patent, Domain Name, and Other Intellectual Property Assets (and the business identified by the Patent, Domain Name, and Other Intellectual Property Assets), and to testify in any legal proceeding relating thereto.

10. Attorney-in-Fact. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, but for Assignee's benefit, to take any and all steps, including proceedings at law, in equity or otherwise to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the aforesaid Patent, Domain Name, and Other Intellectual Property Assets and causes of action more effectively in Assignee or to protect the same, or to enforce any claim or right of any kind with respect thereto. This includes any rights with respect to the Patent, Domain Name, and Other Intellectual Property Assets that may have accrued in Assignor's favor up to the Effective Date. Assignor hereby declares that the foregoing power is coupled with an interest and is irrevocable.

11. Governing Law. This IP Assignment will be governed by and construed under the laws of the State of Michigan, without regard to conflicts-of-laws principles that would require the application of any other law.

12. Execution of Agreement. This IP Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this IP Assignment and of signature pages by facsimile transmission shall constitute effective execution and delivery of this IP Assignment as to the Parties and may be used in lieu of the original IP Assignment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:

AccuBilt, Inc.

By: Robert F. Rooney

Name: Robert F. Rooney

Title: President

ASSIGNEE:

AccuBilt Automated Systems, LLC

By: _____

Name: Dean F. Pettinga

Title: Chief Financial Officer

[Assignment of Patent]

PATENT

REEL: 045479 FRAME: 0791

IN WITNESS WHEREOF, the Parties have executed this IP Assignment as a sealed instrument effective as of the date first above written.

ASSIGNOR:

AccuBilt, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE:

AccuBilt Automated Systems, LLC

By:  _____

Name: Dean F. Pettinga

Title: Chief Financial Officer

[Assignment of Patent]

EXHIBIT A

Patent

Patent Title	Country	Patent No.	Serial No.	Filing Date
Automated Welding System Utilizing Overhead Robots	US	6,772,932	10/303,358	November 15, 2002

EXHIBIT B

Domain Name

Domain Name
accubilt.com