

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4929373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/01/2011

CONVEYING PARTY DATA

Name	Execution Date
HANNON HYDRAULICS GP, LLC	04/06/2018

RECEIVING PARTY DATA

Name:	HANNON HYDRAULICS, INC.
Street Address:	14160 DALLAS PARKWAY, SUITE 800
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75254

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7905529

CORRESPONDENCE DATA

Fax Number: (713)683-3822

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: 832.641.4002

Email: Melissa@Martinezlaw.us

Correspondent Name: MARTINEZ LAW GROUP PLLC

Address Line 1: PO BOX 924009

Address Line 2: ATTN: MELISSA M. MARTINEZ

Address Line 4: HOUSTON, TEXAS 77292

ATTORNEY DOCKET NUMBER:	HANNON.001
NAME OF SUBMITTER:	MELISSA M. MARTINEZ
SIGNATURE:	/MMM/
DATE SIGNED:	04/24/2018

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment" or "Agreement") is entered into effective December 1, 2011, by and between **Hannon Hydraulics GP, LLC** ("**Hannon GP**"), a Texas limited liability company, Horace Wade Reed, the sole member of Hannon GP, (collectively "**Assignor**"), and **Hannon Hydraulics, Inc.**, a Texas corporation ("**Assignee**"). Assignor and Assignee may be referred to herein individually as a "Party" and jointly as the "Parties."

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the intellectual property listed in Exhibit A, attached hereto and incorporated herein as if fully reproduced (the "Transferred Assets"); and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to obtain from Assignor an assignment and transfer of, the Transferred Assets pursuant to this Assignment.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received, and in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

1. **Assignment of Transferred Assets.** Assignor hereby unconditionally and irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, its successors and assigns, all his right, title, and interest in, to, and under the Transferred Assets, said Transferred Assets set forth herein in Exhibit A, and any reissues, reexaminations, renewals, continuations, continuations-in-part, divisions, substitute applications thereof, and the like, and any extensions thereof, and all patents worldwide that may be granted thereon, together with the right to file such applications and the right to claim for the same the priority rights derived from such patent application under the laws of the United States and its territorial possessions, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such patents may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. **Cooperation with Assignee.** Assignor agrees to cooperate with Assignee to provide the necessary executed assignments and other documents as required to perfect the assignment set forth in this Section 1. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation, or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said application, said inventions and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

3. **Issuance of Future Patents.** Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection to issue respective Letters of Patent to Assignee, and the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term(s) for which said Patent(s) may be granted, as fully and entirely as the same would have been held by me had this assignment not been made.

4. **No Prior Encumbrance.** Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the terms of this Assignment.

5. **Right to Sue for Past Infringement.** Assignor hereby expressly grants to Assignee all of Assignor's rights to bring any necessary action, including, but not limited to lawsuits, against any past, present, or future third party infringers, potential or actual, of any Transferred Asset as if the Assignor himself were bringing such action. Assignee shall have the right to any and all recoveries from any such actions and Assignor hereby waives any recovery obtained by Assignee.

6. **Prior Agreements; Waiver.** No modification of this Assignment shall be of any force or effect unless in writing and signed by an authorized signatory of both Parties. This Assignment constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes those provisions of all prior and contemporaneous agreements, representations and understandings of the parties pertaining to the same subject matter. No waiver of any of the provisions of this Assignment shall be deemed to, or shall constitute a waiver of, any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7. **Captions and Headings.** Captions and headings used herein are inserted only for convenience of reference only and shall not operate to modify, interpret, alter, limit or define any provision hereof.

Signature page follows.


IN WITNESS WHEREOF, Assignor hereby assigns the Transferred Assets to the Assignee and the Assignee hereby accepts said assignment effective as of the date first written above, and has hereunto set hand and seal on the following dates.

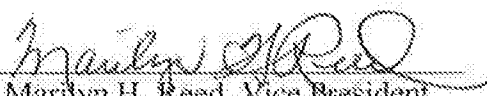
ASSIGNOR:

ASSIGNEE:

HANNON HYDRAULICS GP, LLC


HANNON HYDRAULICS, INC.

By: 
Marilyn H. Reed, independent
executrix of the estate of
Horace Wade Reed, sole member

By: 
Marilyn H. Reed, Vice President
Date: 4/6/2018

Date: 4/6/2018

HORACE WADE REED, SOLE MEMBER

By: 
Marilyn H. Reed, independent
executrix of the estate of
Horace Wade Reed

Date: 4/6/2018

EXHIBIT A
TRANSFERRED ASSETS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Riser Lifting Tool	USA	7,905,529 B2	March 15, 2011