

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4972430

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DELTA DUCON LLC	05/16/2018
RECEIVING PARTY DATA		
Name:	SOUTHERN FIELD MAINTENANCE & FABRICATION, L.L.C.	
Street Address:	2770 WELBORN STREET	
City:	PELHAM	
State/Country:	ALABAMA	
Postal Code:	35124	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8986411
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	0P3017-301021	
NAME OF SUBMITTER:	DONITA EVANS	
SIGNATURE:	/donita evans/	
DATE SIGNED:	05/22/2018	
Total Attachments: 4		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("*Patent Assignment*"), dated May 16, 2018 is made by Delta Ducon LLC, a Pennsylvania limited liability company located at 33 Sproul Road, Malvern, PA 19355 ("*Owner*"), in favor of Southern Field Maintenance & Fabrication, L.L.C., an Alabama limited liability company, located at 2770 Welborn Street, Pelham, Alabama 35124 ("*Purchaser*").

RECITALS:

A. Owner and Purchaser are parties to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated May 16, 2018, by and between Owner and Purchaser pursuant to which Owner agreed to sell, assign, transfer, convey and deliver to Purchaser the Purchased Assets (as defined in the Purchase Agreement), including the Assigned Patent (as defined herein).

B. Under the terms of the Purchase Agreement, Owner has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. On the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Effective Time, Owner hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser, its successors, and assigns, and Purchaser hereby accepts, the entire right, title, and interest throughout the world in and to the invention embodied in United States Patent Number 8,986,411 (the "*Patent*") and the Patent itself, including any and all patent applications and patents of every country for said invention, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States. This Patent Assignment expressly includes: (a) 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 (b) 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. Owner hereby authorizes the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's sole cost and expense, Owner shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 reasonably necessary to effect, evidence, or perfect the assignment of the assigned Patent to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Patent Assignment is being made and delivered pursuant and subject to the terms of the Purchase Agreement. In no event will this Patent Assignment expand, limit or otherwise modify, amend, or change in any way the rights and obligations of Owner and Purchaser under the Purchase Agreement. All notices and other communications hereunder shall be delivered as set forth in the Purchase Agreement. All capitalized terms used herein and not otherwise defined will have the meaning assigned to them in the Purchase Agreement.

4. Counterparts. This Patent Assignment may be executed in two or more counterparts, any one of which need not contain the signatures of all parties, but all of which counterparts when taken together will constitute one and the same agreement. Copies of signatures sent by facsimile transmission or in PDF format will be deemed to constitute originals.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

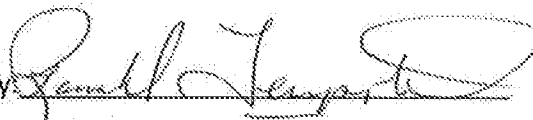
6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Owner has duly executed and delivered this Patent Assignment as of the date first written above.

OWNER:

DELTA DUCON LLC

By: 

Name: Ronald J. Weston

Title: President


AGREED TO AND ACCEPTED:

PURCHASER: SOUTHERN FIELD MAINTENANCE &
FABRICATION, L.L.C.

By: 

Name: STEVEN T. MOORE

Title: PRESIDENT

By: 

Name: Ken Nolen

Title: Vice President