

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5115970

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OLD MILL BRICK INCORPORATED	02/28/2018
RECEIVING PARTY DATA	
Name:	OMB HOLDINGS LLC
Street Address:	50 WEST BROADWAY
Internal Address:	SUITE 300
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84111
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16059994
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
<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:	801-328-3131
Email:	jordan.olsen@stoel.com
Correspondent Name:	JORDAN B. OLSEN
Address Line 1:	STOEL RIVES LLP
Address Line 2:	201 SOUTH MAIN STREET, SUITE 1100
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	50592/102
NAME OF SUBMITTER:	JORDAN B. OLSEN
SIGNATURE:	/Jordan B. Olsen/
DATE SIGNED:	08/29/2018
Total Attachments: 6	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 28, 2018, is made by Old Mill Brick, Incorporated ("**Seller**"), a Utah corporation, in favor of OMB Holdings LLC ("**Buyer**"), a Delaware limited liability company and the purchaser of certain assets of Seller pursuant to a Contribution and Asset Purchase Agreement by and among Buyer, Seller, the Seller Shareholders and the Contributors, dated as of even date herewith (the "**Purchase Agreement**").

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, assigns and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**");

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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 Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

OLD MILL BRICK,
INCORPORATED

DocuSigned by:
By: Garick Hunsaker

Name:
Title:
Address for Notices:
14674 S 800 West
Riverton, UT 84065

AGREED TO AND ACCEPTED:

OMB HOLDINGS LLC

By: _____

Name:
Title:
Address for Notices:
[50 W Broadway, Ste 300,
Salt Lake City, UT 84111]

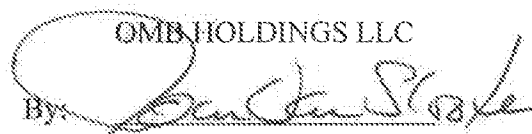
IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

OLD MILL BRICK,
INCORPORATED

By: _____
Name: Garrick Hunsaker
Title: President

Address for Notices:
14674 S 800 West
Bluffdale, UT 84065

AGREED TO AND ACCEPTED:

OMB HOLDINGS LLC
By: 
Name: John Van Slooten
Title: Manager

Address for Notices:
50 W Broadway, Ste 300,
Salt Lake City, UT 84111


SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Fiber Enforced Thin Brick Sheet and Process	9556619	13278815	Issued	January 31, 2017
Fiber Enforced Thin Brick Sheet and Process	N/A	15380733	Published	N/A
Thin Brick Panel System	6516578	09781350	Issued	February 11, 2003
Panel for Thin Bricks and Related Systems and Methods of Use (continuation in part of 6,516,578)	7121051	10364182	Issued	October 17, 2006

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
brickweb	85451867	4170816		July 10, 2012
BRICKLATH	77738162	3979691		May 15, 2009
Old Mill Thin Brick Systems	87656322			October 23, 2017
	87656428			October 23, 2017
Colonial	87778617			January 31, 2018
Old Mill - standard characters	Common law trademark right			
Old Mill Brick - standard characters	Common law trademark right			