

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5090129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTER-FAB, INC.	08/08/2018
EASY FALLS, LLC	08/08/2018
RECEIVING PARTY DATA	
Name:	S.R. SMITH, LLC
Street Address:	1017 SW BERG PARKWAY
City:	CANBY
State/Country:	OREGON
Postal Code:	97013
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D756531
CORRESPONDENCE DATA	
Fax Number:	(800)507-1602
<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:	2128082700
Email:	rizzosd@pepperlaw.com
Correspondent Name:	PEPPER HAMILTON LLP
Address Line 1:	620 EIGHTH AVENUE
Address Line 2:	38TH FLOOR
Address Line 4:	NEW YORK, NEW YORK 10018
ATTORNEY DOCKET NUMBER:	145955.2
NAME OF SUBMITTER:	SAMANTHA RIZZO
SIGNATURE:	/Samantha Rizzo/
DATE SIGNED:	08/09/2018
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is made effective as of August 8, 2018 (“*Effective Date*”) and entered into by and among Inter-Fab, Inc., an Arizona corporation (“*Inter-Fab*”), Easy Falls, LLC, an Arizona limited liability company (“*Easy Falls*” and together with Inter-Fab, “*Assignors*”) and S.R. Smith, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignors, Assignee and the shareholders of Inter-Fab, are entering into that certain Asset Purchase Assignment (the “*APA*”); and

WHEREAS, pursuant to the terms and conditions of the APA, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors’ respective right, title and interest, in all jurisdictions throughout the world, in and to the Transferred IP, including, without limitation, the Registered IP described on Schedule A attached hereto.

NOW, THEREFORE, as an additional, material inducement for Assignee to enter into the APA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee their entire respective right, title and interest in and to the Transferred IP in the United States and all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Transferred IP, with the right to sue for and collect the same in Assignee’s own name.

Assignors hereby request the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entities and agencies in any applicable foreign countries to record Assignee as the assignee and owner of the Transferred IP.

Assignors will take, and will cause their respective employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (a) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (b) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Transferred IP and this Assignment; (c) obtaining by Assignee any additional protection relating to the rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (d) in the implementation or

perfection of this Assignment in all applicable jurisdictions throughout the world, all at Assignee's sole cost and expense.

This Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any conflict of laws rule that would cause the application of the laws of any other jurisdiction.

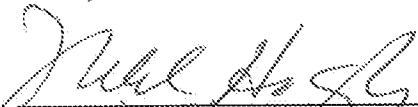
This Assignment may be executed in one or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement. Facsimile or scanned signatures will be as valid as original signature

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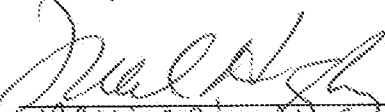
IN WITNESS WHEREOF, Assignors and Assignee have caused this Intellectual Property Assignment to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.

"ASSIGNORS"

INTER-FAB, INC.

By: 
Name: MICHAEL HAGGARTY
Title: PRESIDENT / CEO

EASY FALLS, LLC

By: 
Name: MICHAEL HAGGARTY
Title: _____

"ASSIGNEE"

S.R. SMITH, LLC

By: _____
Name: Richard P. Laitta, Jr.
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, Assignors and Assignee have caused this Intellectual Property Assignment to be executed by their respective duly authorized representatives and to be effective as of the Effective Date.

"ASSIGNORS"

INTER-FAB, INC.

By: _____
Name: _____
Title: _____

EASY FALLS, LLC

By: _____
Name: _____
Title: _____

"ASSIGNEE"

S.R. SMITH, LLC

By:  _____
Name: Richard P. Laita, Jr.
Title: Chief Executive Officer and President

SCHEDULE A

Registered IP

PATENT

Patent Number: AS D756,531S
Title: Pool Rail
Registrar: United States Patent and Trademark Office
Jurisdiction: United States
Date of Issuance: May 17, 2016
Current Owner: Inter-Fab

DOMAIN NAME

interfab.com