

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5185894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT		
CONVEYING PARTY DATA			
Name			Execution Date
COMPOSITE ADVANTAGE LLC			10/05/2018
RECEIVING PARTY DATA			
Name:	CPCA MANUFACTURING LLC		
Street Address:	214 INDUSTRIAL LANE		
City:	ALUM BANK		
State/Country:	PENNSYLVANIA		
Postal Code:	15521		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	15485731		
Patent Number:	8393116		
Patent Number:	9670639		
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
<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:	202-467-8800		
Email:	BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: LAURA T. GEYER		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	059826-000045		
NAME OF SUBMITTER:	BERNICE HOGUE		
SIGNATURE:	/bernice hogue/		
DATE SIGNED:	10/12/2018		
Total Attachments: 5			
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "Patent Assignment") dated ~~October 5~~, 2018, is made by Composite Advantage LLC, an Ohio limited liability company ("Seller"), and CPCA Manufacturing LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Seller has sold to Buyer certain assets of Seller pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated the date hereof, by and among Seller, Buyer, Infusion Tech Services, LLC, LARS Holdings, LLC, Scott R. Reeve, Andrew K. Loff and Scott R. Reeve in his capacity as the Selling Parties' Representative; and

WHEREAS, this Patent Assignment is contemplated by Section 2.7(a)(vii) of the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and of the respective covenants and provisions herein contained, Buyer and Seller agree as follows:

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

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

(b) 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;

(c) 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

(d) 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, 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 in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Assets, are incorporated herein by this reference. Seller acknowledges and agrees that 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. Jurisdiction; Service Of Process. Any proceeding arising out of or relating to this Patent Assignment may be brought in the courts of the State of Ohio, County of Franklin, or, if it has or can acquire jurisdiction, in the United States District Court for the Southern District of Ohio, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court and agrees not to bring any proceeding arising out of or relating to this Patent Assignment in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any proceeding referred to in the first sentence of this section may be served on any party anywhere in the world.

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

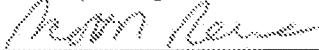
6. Successors and Assigns. No party may assign any of its rights or delegate any of its obligations under this Patent Assignment without the prior written consent of the other parties. Subject to the preceding sentence, this Patent Assignment will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

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

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have executed and delivered this Patent Assignment Agreement as of the date first written above.

COMPOSITE ADVANTAGE LLC, an Ohio
limited liability company

By: 
Name: Scott R. Reeve
Title: President

CPCA MANUFACTURING LLC, a Delaware
limited liability company

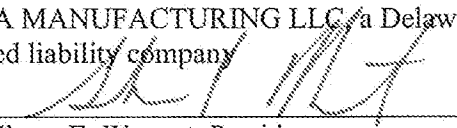
By: _____
Shane E. Weyant, President

IN WITNESS WHEREOF, the parties have executed and delivered this Patent Assignment Agreement as of the date first written above.

COMPOSITE ADVANTAGE LLC, an Ohio
limited liability company

By: _____
Name: _____
Title: _____

CPCA MANUFACTURING LLC, a Delaware
limited liability company

By:  _____
Shane E. Weyant, President

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Registered Patents

Title	Country	Registration	Registration Date
"Elevated platform systems including fiber reinforced composite panels"	U.S.	Registration No. 8,393,116	March 12, 2013
"Pad for support of equipment and method of producing same"	U.S.	Registration No. 9,670,639	June 6, 2017

Patent Applications

Title	Country	Application Number	Application Date
"Heated Platform Systems"	U.S.	Application No. 15/485,731	October 19, 2017
"Heated Platform Systems"	Canada	Application No. 2,964,134	April 12, 2017