

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5207624

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PHOENIX II, INC.	08/31/2018
RECEIVING PARTY DATA	
Name:	PHOENIX PRODUCTS, LLC
Street Address:	125 SUMMER STREET, SUITE 1840
Internal Address:	C/O JMC CAPITAL PARTNERS II, L.P. - ATTENTION: G. LAWRENCE BERO; MICHAEL A. D'AMELIO
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D586949
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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:	6175701000
Email:	SAllirampersad@goodwinlaw.com
Correspondent Name:	GOODWIN PROCTER LLP
Address Line 1:	100 NORTHERN AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	124973/276878
NAME OF SUBMITTER:	SHALEENA ALLI-RAMPERSAD/PARALEGAL
SIGNATURE:	/Shaleena Alli-Rampersad/
DATE SIGNED:	10/26/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT RIGHTS ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 31st day of August, 2018, by and between Phoenix II, Inc., a corporation organized and existing under the laws of Wisconsin ("Assignor") and Phoenix Products, LLC, a limited liability company organized and existing under the laws of the state of Delaware ("Assignee").

WHEREAS, Assignor possesses certain rights in and to the patents and patent applications (and patents issuing on such applications) set forth on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Patent Rights") and the invention(s) described and/or claimed in the Patent Rights (the "Inventions"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Inventions and Patent Rights;

WHEREAS, Assignor now wishes to assign the Inventions and Patent Rights to Assignee, and Assignee desires to acquire the Inventions and Patent Rights from Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of at least U.S. \$1.00 and the premises set forth above and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Inventions, together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, reviews, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments,

disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide documentary evidence and statements or testimony in any interference, opposition, re-examination, reissue or other proceeding in which any of the Patent Rights may be involved.

Assignor hereby warrants that it has not knowingly conveyed to others any rights in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Assignee, its successors, assigns, or legal representatives in accordance with the terms of this instrument.

Assignor does hereby further authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

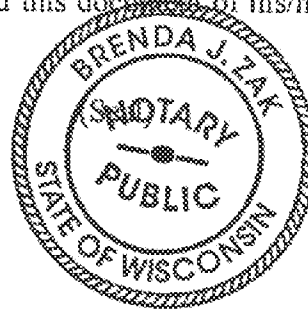
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: Phoenix II, Inc.
Name: George F. Wanzjarian
Signature: [Handwritten Signature]
Title: President

On this 31 day of August, 2018, before me, the undersigned Notary Public, personally appeared George F. Wanzjarian proved to me through satisfactory evidence of identification, which was/were personally known to me, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Brenda J. Zak
Signature of Notary



My Commission Expires: 8/26/2022

ASSIGNEE: _____
Name: _____
Signature: _____
Title: _____

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: Phoenix II, Inc.
Name: _____
Signature: _____
Title: _____

On this _____ day of _____, 2018, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE: Phoenix Products, LLC
Name: G. LAWRENCE BORD
Signature: [Signature]
Title: TREASURER

On this 31st day of AUGUST, 2018, before me, the undersigned Notary Public, personally appeared G. LAWRENCE BORD, proved to me through satisfactory evidence of identification, which was/were DRIVERS LICENSE, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]
Signature of Notary

(Seal)

My Commission Expires: 3/25/22

Signature Page to Patent Rights Assignment

Exhibit A

PATENT RIGHTS

Country	Patent Number	Title	Inventor(s)	Application Date	Issue Date	Owner
United States	D586949	FIXTURE ELEMENT	Cheryl A. Martin Robert Kenneth Yasuji Fletcher Andrew J. Mauk Kristie L. Anderson Mark A. Gilbertson Michael J. Brock	4/25/2007	2/17/2009	PHOENIX II, INC.