

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5210733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
IRWIN INDUSTRIAL TOOL COMPANY	08/10/2018
RECEIVING PARTY DATA	
Name:	DIVERSITECH CORPORATION
Street Address:	6650 SUGARLOAF PARKWAY, #100
City:	DULUTH
State/Country:	GEORGIA
Postal Code:	30097
PROPERTY NUMBERS Total: 14	
Property Type	Number
Patent Number:	9156075
Patent Number:	8746971
Patent Number:	9144835
Patent Number:	9433993
Patent Number:	8869581
Patent Number:	8402833
Patent Number:	9068864
Patent Number:	8997547
Application Number:	14440176
Application Number:	14268005
Application Number:	62373150
Application Number:	61454891
Application Number:	62190030
Application Number:	15205362
CORRESPONDENCE DATA	
Fax Number:	(816)531-7545
<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:	816.460.2400
Email:	patents.us@dentons.com

Correspondent Name: DENTONS US LLP
Address Line 1: 233 SOUTH WACKER DRIVE SUITE 7800
Address Line 2: P.O. BOX 061080
Address Line 4: CHICAGO, ILLINOIS 60606-1080

NAME OF SUBMITTER: BRIAN R. MCGINLEY

SIGNATURE: /brm/

DATE SIGNED: 10/29/2018

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

source=Irwin - Diversitech - Patent Assignment and Assumption Agreement (Executed)#page1.tif

source=Irwin - Diversitech - Patent Assignment and Assumption Agreement (Executed)#page2.tif

source=Irwin - Diversitech - Patent Assignment and Assumption Agreement (Executed)#page3.tif

source=Irwin - Diversitech - Patent Assignment and Assumption Agreement (Executed)#page4.tif

source=Irwin - Diversitech - Patent Assignment and Assumption Agreement (Executed)#page5.tif

PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Patent Assignment and Assumption Agreement (this "**Assignment**") is entered into as of August 10, 2018 (the "**Effective Date**"), by and between IRWIN INDUSTRIAL TOOL COMPANY, a corporation organized under the laws of the State of Delaware ("**Assignor**"), and DIVERSITECH CORPORATION, a corporation organized under the laws of Georgia ("**Assignee**" or "**Buyer**"), pursuant to a Purchase and Sale Agreement dated April 20, 2018 (the "**Purchase Agreement**") by and among Irwin Industrial Tool, Company and Buyer. Assignor and Assignee may be referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

WHEREAS, Assignor is the owner of certain patents used in connection with the Business (as defined in the Purchase Agreement); and

WHEREAS, Assignor desires to convey, transfer, assign and deliver all of its rights in and to the Assigned Patents (as defined below), pursuant to the Purchase Agreement and on the terms and subject to the conditions set forth in this Assignment and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, effective as of the date first set forth above, all right, title and interest in and to the patents of Assignor set forth on Exhibit A attached hereto (the "**Assigned Patents**"), the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned Patents to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned Patents. Assignor hereby agrees that it shall not take any action that may restrict Assignee's ownership rights in the Assigned Patents and that Assignor shall discontinue any use or exploitation of the Assigned Patents.

2. Further Assignment. Assignor further assigns to Assignee (a) any U.S. or foreign continuation, division, renewal, substitute, issue or reissue of any patent included in the Assigned Patents, whether already granted or to be granted, for the full term or terms for which the same may be granted; and (b) all claims for damages arising out of or relating to past or continuing infringements of the Assigned Patents, if any, with the right to sue for and collect such damages. Assignor further covenants to provide promptly to Assignee, upon Assignee's request, all pertinent facts and documents relating to the Assigned Patents as may be known and accessible to Assignor and Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said Patents which may be necessary or desirable to carry out the purposes hereof.

3. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents, as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein.

4. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

5. Successors and Assigns. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. Governing Law. All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed by this Assignment will be governed by the laws of the State of Connecticut without reference to any conflict of laws rules.

7. Waiver. Any waiver of a Party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any Party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed simultaneously in multiple counterparts, none of which need contain the signatures of all Parties, each of which will be deemed to be an original copy of this Assignment, and all of which together will be deemed to constitute one and the same agreement. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the Parties hereto.


10. Electronic Delivery. The exchange of copies of this Assignment and of signature pages by facsimile or electronic transmission ("**Electronic Delivery**") shall constitute effective execution and delivery of this Assignment as to the Parties, shall be treated as an original agreement and signature pages thereof for all purposes, and shall be deemed to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any

Party hereto, each other Party hereto shall re-execute original forms thereof and deliver them to all other Parties. No Party hereto shall raise the use of such Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery, as a defense to the formation of a contract and each such Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

—Signatures appear on the following page —

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the date first written above.

IRWIN INDUSTRIAL TOOL COMPANY

By: 
Name: ADAN AYALA
Title: ASSISTANT SECRETARY

DIVERSITECH CORPORATION


By: 
Name: Nicole Kroner
Title: Chief Financial Officer

EXHIBIT A**ASSIGNED PATENTS**

Country	App Number	File Date	Patent Number	Issue Date	Client Ref	Application Status
Australia	2013219849	8/22/13	2013219849	11/3/16	Hilmor	Granted
Brazil	BR1120140200858	8/13/14			Hilmor	Pending
USA	14/440,176	5/1/15			Irwin	Published
WO	PCT/US13/023152	1/25/13			Irwin	Published
Brazil	BR1020140015680	1/22/14			Lenox HVAC / Hilmor	Pending
China	2014134935	1/25/13	CN103962426 (A)		Lenox HVAC / Hilmor	
Europe	14000226.2	1/25/13	EP2759351 (A1)		Lenox HVAC / Hilmor	
USA	13/750,208	1/25/13	9,156,075	10/13/15	Lenox HVAC / Hilmor	Granted
Brazil	BR1120130241110	3/21/12			Hilmor	Pending
USA	14/268,005	5/2/14			Hilmor	Published
USA	13/426,523	3/21/12	8746971		Hilmor	Granted
USA	62/373,150	8/10/16			Hilmor	Pending
USA	13/426,489	3/21/12	9,144,835	9/29/15	Lenox HVAC	Granted
USA	61/454,891	3/21/11		9/29/15	Lenox HVAC	
WO	PCT/US12/30008	3/21/12			Lenox HVAC	
USA	14/488,913	9/17/14	9,433,993	9/6/16	Irwin	Granted
USA	13/426,588	3/21/12	8,869,581	10/28/14	Irwin	Granted
USA	62/190,030	7/8/15			Irwin	Pending
USA	15/205,362	7/8/16			Irwin	Pending
USA	13/052,927	3/21/11	8,402,833	3/26/13	Irwin	Granted
Brazil	BR1120130239530	3/20/12			Hilmor	
USA	13/426,249	3/21/12	9068864	6/30/15	Irwin/Hilmor	Granted
USA	13/070,363	3/23/11	8997547	4/7/15	Irwin/Hilmor	Granted

PATENT**RECORDED: 10/29/2018****REEL: 047339 FRAME: 0631**