

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5268491

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	FRED LITTLE	08/05/2016
RECEIVING PARTY DATA		
Name:	PROCESS EQUIPMENT, INC.	
Street Address:	2770 WELBORN STREET	
City:	PELHAM	
State/Country:	ALABAMA	
Postal Code:	35124	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8985637
CORRESPONDENCE DATA		
Fax Number:	(615)252-4707	
<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:	6152524639	
Email:	jneue@bradley.com	
Correspondent Name:	JACOB W NEU	
Address Line 1:	1600 DIVISION STREET	
Address Line 2:	SUITE 700	
Address Line 4:	NASHVILLE, TENNESSEE 37203	
ATTORNEY DOCKET NUMBER:	0P3017301028	
NAME OF SUBMITTER:	JACOB W NEU	
SIGNATURE:	/jacobwneu/	
DATE SIGNED:	12/05/2018	
Total Attachments: 4		
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made as of August 5, 2016, by and between Fred Little, an individual resident of the State of Alabama ("Assignee"), and Process Equipment, Inc., an Alabama corporation ("Assignee").

WHEREAS, Assignor is the owner of certain intellectual property rights associated with the conduct of the business of Field Services, LLC, an Alabama limited liability company ("Field Services"), including patents, patent applications, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, trademarks, copyrights, trade secrets and other proprietary rights, whether protected, created, or arising under the laws of the United States or any other jurisdiction, and the goodwill of the business connected with the use of such intellectual property rights (collectively, the "Assigned Intellectual Property"); and

WHEREAS, in connection with the consummation of the transactions contemplated by that certain Asset Purchase Agreement, dated as of August 5, 2016, by and among Assignee, Field Services, Fred Little, an individual residing in the State of Alabama, and Carissa Little, an individual residing in the State of Alabama, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest, for all countries throughout the world, in and to the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment and Acceptance. Assignor does hereby sell, transfer, assign, convey and deliver to Assignee all of his right, title and interest in and to the Assigned Intellectual Property, together with the goodwill of Field Services' business connected with the use of the Assigned Intellectual Property and symbolized by the Assigned Intellectual Property, free and clear of any and all encumbrances, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Intellectual Property, including, without limitation, the exclusive rights to (a) apply for and maintain all patents, registrations, renewals and/or extensions thereof, (b) damages or profits, due, accrued or to be due or accrued, arising out of past, present and future infringement of said Assigned Intellectual Property or injury to goodwill in the Assigned Intellectual Property, and the right to sue for and recover the same in Assignee's own name, (c) grant licenses or other interests therein, and (d) invoke and claim for any application for patent, trademark or other form of protection, the benefit of any and all rights of priority with respect to the Assigned Intellectual Property without further written or oral authorization from Assignor. The Assigned Intellectual Property includes, but is not limited to, that which is shown on **Exhibit A**. Assignee hereby accepts the foregoing assignment.

2. Assurances. Assignor covenants and agrees that, upon the reasonable request of Assignee, Assignor shall without further compensation, but at the expense of Assignee, execute and deliver any papers, make all rightful oaths, testify in any legal proceedings relating to the Assigned Intellectual Property, and perform all other acts which may be necessary, desirable or appropriate, as determined in Assignee's sole discretion, for securing, maintaining, and enforcing

the Assigned Intellectual Property in any and all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.

3. Further Assurances. Assignor represents and warrants that: (a) it has the full right to make this Assignment; (b) this Assignment is effective to convey all of Assignor's rights, title and interest to Assignee; (c) Assignor has not executed any other agreement in conflict with this Assignment; and (d) at the time of the execution and delivery of these presents, all of Assignor's rights, title and interest in the Assigned Intellectual Property are free and clear of all liens, encumbrances, security interests, and other interests or rights of others.

4. Recording. Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue patent and trademark registrations, to record this Assignment, and to issue or transfer such patent registrations and such trademark registrations and applications for registration to Assignee as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

5. Modification. This Assignment may be modified or supplemented only by written agreement of the parties hereto.

6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to the principles of the conflicts of laws thereof.

[Signature page follows]

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


ASSIGNOR:



Fred Little

ASSIGNEE:

Process Equipment, Inc.

By: 

Name: Ken Nolen
Its: President + CEO

EXHIBIT A
ASSIGNED INTELLECTUAL PROPERTY

Patent

U.S. Patent No. 8,985,637 B1