

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5280389

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THERMAGREEN INNOVATIVE FOAM TECHNOLOGIES INC.	11/23/2018
WALTER'S SHOE CARE INC.	11/23/2018
RECEIVING PARTY DATA	
Name:	FIELDTURF, INC.
Street Address:	7445 COTE-DE-LIESSE ROAD
Internal Address:	SUITE 200
City:	MONTREAL, QUEBEC
State/Country:	CANADA
Postal Code:	H4T 1G2
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7767122
Patent Number:	8162651
Patent Number:	8545964
CORRESPONDENCE DATA	
Fax Number:	(212)294-4700
<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:	2122946635
Email:	dkumar@winston.com
Correspondent Name:	WINSTON & STRAWN LLP - PEJMAN SHARIFI
Address Line 1:	1700 K STREET N.W.
Address Line 2:	PATENT DEPARTMENT
Address Line 4:	WASHINGTON, D.C. 200063817
ATTORNEY DOCKET NUMBER:	12821-THERMAGREEN
NAME OF SUBMITTER:	PEJMAN SHARIFI
SIGNATURE:	/Pejman Sharifi/
DATE SIGNED:	12/12/2018
Total Attachments: 7	

source=IP Assignment (Fully Executed)-to Fieldturf Inc#page1.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page2.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page3.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page4.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page5.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page6.tif
source=IP Assignment (Fully Executed)-to Fieldturf Inc#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment"), dated as of November 23, 2018 (the "Effective Date"), between Thermagreen Innovative Foam Technologies Inc., an Ontario corporation ("Assignor") and FieldTurf Inc., a Canadian corporation ("Assignee") and Walter's Shoe Care Inc., a Canadian Corporation ("WSC"). Assignor, Assignee and WSC may be referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined in this Assignment shall have the respective meanings ascribed to them in that certain Asset Purchase Agreement between Assignor and Assignee dated October 23, 2018 ((as it may be amended, restated, or otherwise modified from time to time, the "Asset Purchase Agreement").

RECITALS

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, the parties thereto have agreed to effect the acquisition by the Assignee of the Assets of the Assignor upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, including without limitation, all the Assignor's rights, title and interest in the Owned Intellectual Property;

WHEREAS, pursuant to the Asset Purchase Agreement, the execution and delivery of this Assignment is a condition precedent to the closing of the transactions contemplated by the Asset Purchase Agreement;

WHEREAS, WSC is listed as the owner of "THERMA GREEN" trademark more fully described in Schedule B (the "Therma Green TM") in the Canadian Trademarks Database;

WHEREAS, WSC, as an affiliate of the Assignor, has previously agreed and desires to assign, convey, deliver and transfer to Assignee all of its rights, title and interests in the Therma Green TM as part of the Asset Purchase Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Asset Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Effective as of the Effective Date, Assignor and WSC hereby irrevocably and unconditionally assign, convey, deliver and transfer to Assignee all of their respective rights, titles, and interests in and to all Owned Intellectual Property, including without limitation all worldwide right, title and interest in and to:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Schedule A attached hereto (the "Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such

applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Schedules B and C (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing, the same to be held and enjoyed by Assignee, its successors and assigns;

(d) all of Assignor and WSC's respective rights to file patent, trademark and copyright applications in the United States, Canada and throughout the world for the Owned Intellectual Property;

(e) all of Assignor and WSC's respective rights in the Owned Intellectual Property to (A) maintain all applications, registrations, renewals and extensions thereof, and (B) commercialize, exploit, grant licenses or other interests therein, and

(f) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Owned Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Owned Intellectual Property, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

2. Authorization. Assignor and WSC each authorize and request the Commissioner of Patents and Trademarks of the United States, the Commissioner of Patents and Registrar of Trademarks of Canada and the other corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Notwithstanding anything in this Assignment to the contrary, Assignee acknowledges and agrees that the only representations and warranties given by Assignor with respect to the Owned Intellectual Property set forth in the Asset Purchase Agreement.

4. Further Assurances. Assignor shall provide the Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Assignee to execute and cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment and to aid the Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Owned Intellectual Property in all jurisdictions and to record the Assignee as owner of the Owned Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee,

its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Intellectual Property, including as applicable, placing each of the domain names in "unlocked" status and provide to Assignee the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee. Assignor shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property except as may be expressly authorized by the Assignee in writing.

5. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to the conflicts of law rules of such province. This Assignment is binding upon, and inures to the benefit of, the Parties and their respective successors and assigns. No waiver, modification or amendment of any provision of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification or amendment is sought to be enforced.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

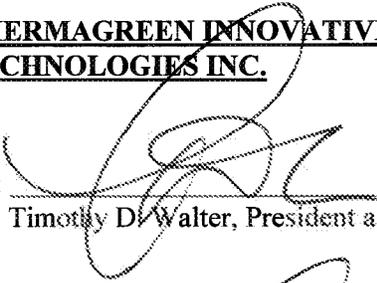
7. Entire Agreement. This Assignment and the Asset Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Intellectual Property by Assignor and WSC and may only be modified or amended only by a writing signed by Assignor and/or WSC and Assignee that specifically mentions this Assignment.

8. Binding Agreement. This Assignment shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

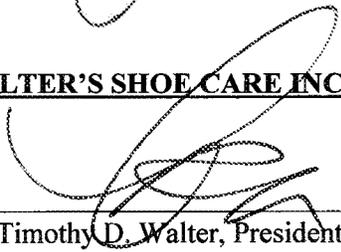
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THERMAGREEN INNOVATIVE FOAM TECHNOLOGIES INC.

By: 
Timothy D. Walter, President and CEO

WALTER'S SHOE CARE INC.

By: 
Timothy D. Walter, President and CEO

FIELDTURF INC.

By: 
Eric Dalieri, President and CEO

**SCHEDULE A
ASSIGNED PATENTS**

Title	Owner	Issue Date	Country	Patent No.
Process and Apparatus for Continuous Production of Foam Sheets	ThermaGreen Innovative Foam Technologies Inc.	August 3, 2010	United States	Patent No. 7,767,122
Apparatus for Continuous Production of Foam Sheets		April 24, 2012	United States	Patent No. 8,162,651
Roll-form Shock and Drainage Pad for Outdoor Field Installations		October 1, 2013	United States	Patent No. 8,545,964
Process and Apparatus for Continuous Production of Foam Sheets		July 26, 2011	Canada	Patent No. 2,586,224

**SCHEDULE B
ASSIGNED TRADEMARKS**

REGISTERED

Name	Application Number	Registration Number	Registration Date	Country	Owner
THERMA GREEN	1,468,756	TMA850188	2013-05-03	Canada	Walter's Shoe Care inc.

UNREGISTERED

© | PlayLite® © | SportLite® © | ThermaCover®
© | ThermaPad® © | ThermaRoof® © | EcoIsland®

SCHEDULE C
ASSIGNED DOMAIN NAMES

Domain	Expiry Date	Owner
3rdfoam.com	2020-12-26	ThermaGreen Innovative Foam Technologies Inc.
thermagreen.ca	2020-11-17	
thermagreen.com	2021-05-24	
thermagreen.org	2021-05-11	
thermagreen.us	2021-05-22	
thermagreenroof.ca	2020-11-17	
thermagreenroof.com	2020-11-18	
thermagreen.co.uk	2021-04-17 (101domain.com)	