

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5306891

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEXINGTON MFG., INC.	12/31/2018
RECEIVING PARTY DATA		
Name:	LEXINGTON MANUFACTURING, LLC	
Street Address:	1958 MONROE DRIVE N.E.	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30325	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7921614
CORRESPONDENCE DATA		
Fax Number:	(216)363-4588	
<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>		
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ATTORNEY DOCKET NUMBER:	36750-14	
NAME OF SUBMITTER:	DUNCAN H. POIRIER	
SIGNATURE:	/Duncan H. Poirier/	
DATE SIGNED:	01/03/2019	
Total Attachments: 5		
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PATENT ASSIGNMENT

This Patent Assignment, effective as of December 31, 2018 (this “**Patent Assignment**”), is entered into by and between Lexington Mfg., Inc., a Minnesota corporation with a principal place of business at 1330 115th Avenue, Minneapolis, Minnesota 55448 (the “**Assignor**”), and Lexington Manufacturing, LLC, a Georgia limited liability company with a principal place of business at 1958 Monroe Drive N.E., Atlanta, Georgia 30325-4887 (the “**Assignee**”).

WHEREAS, Assignor owns certain new and useful improvements as described and/or claimed in the issued patents and patent applications set forth in Schedule A, attached hereto (the “**Patent Documents**”);

WHEREAS, as used herein, the “**Inventions**” means: (a) the Patent Documents; (b) any inventions which are disclosed but not claimed in the Patent Documents; (c) any and all improvements, developments, and modifications to the invention deriving from the Patent Documents; (d) any and all continuations, continuations-in-part, requests for continued examination, and all other applications which claim priority to the Patent Documents, including but not limited to any and all applications filed pursuant to 37 C.F.R. 1.53; and (e) any and all provisional applications, continuations, requests for continued examination, and all other applications, including but not limited to those applications filed under 37 C.F.R. 1.53, to which the Patent Documents claim priority;

WHEREAS, the Assignee desires to acquire the entire right, title and interest in the Inventions, and in any Patents obtained therefore and thereon;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Asset Purchase Agreement**”), pursuant to which the Assignee is acquiring various assets of Assignor, including the Inventions and any Patents obtained therefore and thereon.

NOW, for good and valuable consideration received from the Assignee, receipt and sufficiency of which is hereby acknowledged, the Assignor assigns and transfers to the Assignee, the Assignor’s entire right, title and interest in the Inventions, and all United States Patents which may be granted on the Inventions, and all reissues, reexaminations and extensions on the Inventions, and all priority rights under all available International Agreements, Treaties and Conventions in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor’s certificates, and the like) filed for the Inventions in any foreign countries, and all patents granted for the Inventions in any foreign countries, and all reissues, reexaminations and extensions on the Inventions in any foreign country; the Assignor assigns and transfers to the Assignee the right to file applications on the Inventions in the United States and all foreign countries, and the Assignor authorizes and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents, to issue all patents for the Inventions to the Assignee in accordance with the terms of this Assignment;

AND, for the same consideration, the Assignor covenants that when requested, without charge to, but at the expense of the Assignee, to carry out in good faith the intent and purpose of this Assignment; the Assignor will disclose, or cause to be disclosed, all facts known to the Assignor relating to the Inventions and their histories; the Assignor will testify in all legal proceedings, and do everything possible which the Assignee may reasonably consider desirable for aiding in securing, maintaining and enforcing proper patent and intellectual property protection for the Invention, including but not limited to executing all rightful oaths, assignments, powers of attorney and other papers, as necessary, and the Assignor irrevocably appoints the Assignee as the Assignor's attorney in fact with power to execute on the Assignor's behalf any and all documents necessary to carry out the terms of this Assignment. The Assignor covenants with the Assignee that the Assignor has made no other assignment, grant, mortgage, license or other agreement affecting the rights and property conveyed here, and that the Assignor has full right to convey their entire right, title and interest as expressed in this Assignment;

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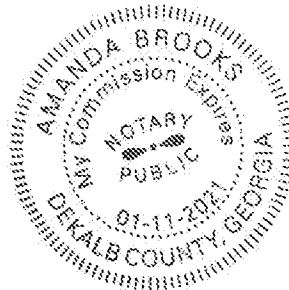
ASSIGNEE: LEXINGTON MANUFACTURING, LLC

By: John D. Maggard
Name: John D. Maggard
Title: Chief Financial Officer

STATE OF ~~GEORGIA~~)
) SS:
COUNTY OF ~~FULTON~~)

On this ____ day of December, 2018 before me appeared John D. Maggard, known to me to be Chief Financial Officer of Lexington Manufacturing, LLC who acknowledged that he/she signed this instrument as a free act on behalf of Lexington Manufacturing, LLC.

Amanda Brooks
Notary Public:
My commission expires: 1-11-2021



[Signature Page to Patent Assignment Agreement]

PATENT
REEL: 047888 FRAME: 0436

**Schedule A
Patents**

<i>Patent Title</i>	<i>Country</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Patent No.</i>	<i>Grant Date</i>
Fire-rated light kit	US	12033190	2/19/08	7921614	4/12/11