

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5373614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
WALPOLE WOODWORKERS, INC.	01/03/2015

RECEIVING PARTY DATA

Name:	LOUIS A. MAGLIO JR.
Street Address:	100 RIVER RIDGE DR., SUITE 302
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062
Name:	JAMES E. LOER JR.
Street Address:	100 RIVER RIDGE DR., SUITE 302
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062
Name:	SIDNEY A. TILDSEY
Street Address:	100 RIVER RIDGE DR., SUITE 302
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062
Name:	ROBERT L. WILLIS
Street Address:	100 RIVER RIDGE DR., SUITE 302
City:	NORWOOD
State/Country:	MASSACHUSETTS
Postal Code:	02062

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6401411

CORRESPONDENCE DATA

Fax Number: (781)644-6137

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.

Phone: 6179162658
Email: PATENTS@STRATPAT.COM
Correspondent Name: STRATEGIC PATENTS, PC
Address Line 1: PO BOX 920629
Address Line 4: NEEDHAM, MASSACHUSETTS 02492

ATTORNEY DOCKET NUMBER:	1
NAME OF SUBMITTER:	ROBERT A. MAZZARESE
SIGNATURE:	/Robert Mazzaresse/
DATE SIGNED:	02/13/2019

Total Attachments: 12

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DISTRIBUTION AND ASSUMPTION AGREEMENT

This Distribution and Assumption Agreement (this "**Distribution Agreement**") is entered into and effective as of 11:59:57 p.m. Boston time on January 3, 2015 by and among (a) Louis A. Maglio, Jr. ("**Maglio**"), (b) James E. Loer, Jr. ("**Loer**"), (c) Sidney A. Tildsey ("**Tildsey**"), (d) Robert L. Willis ("**Willis**"), and (e) Walpole Woodworkers, Inc., a Massachusetts corporation (the "**Company**"). Maglio, Loer, Tildsey and Willis are referred to collectively as the "**Owners**" and each as an "**Owner**".

Introduction

The Owners are all of the holders of capital stock of the Company. The Company owns and operates a commercial business for the manufacture, marketing and sale of fences, arbors and other high end outdoor products for retail customers (the "**Commercial Business**"). [REDACTED]

[REDACTED]

The Company wishes to distribute and assign up to each of the Owners, as shareholders of the Company, the Owners' respective pro rata percentages (based on Company stock ownership) of (i) all of the operating assets of the Company that are used, or held for use, by the Company in the Commercial Business, [REDACTED]

[REDACTED]

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Distribution of Assets. The Company hereby irrevocably distributes, transfers, assigns, conveys and delivers to the Owners subject to all existing liens, security interests, claims and encumbrances of any kind, (i) all of the right, title and interest of the Company in, to and under the operating assets of the Company that are used, or held for use, by the Company in the Commercial Business, of every kind and description wherever located and whether tangible or intangible or real, personal or mixed, and as the same shall exist on the date hereof, whether or not appearing on the books of Company, [REDACTED]

[REDACTED] and expressly including, without limitation, the assets listed or described on **Schedule I** attached hereto and incorporated by reference herein (such distributed assets, the "**Distributed Assets**"), to have and to hold the same unto the Owners, their respective successors and assigns forever, [REDACTED]

[REDACTED]

[REDACTED] such distribution to be made among the Owners pro rata in proportion to the Owners' respective ownership of the capital stock of the Company. The Distributed Assets [REDACTED] are distributed and assigned and delivered AS IS and WHERE IS and without any representation and warranty of any kind, including any implied warranties, all of which are expressly disclaimed.

2. Acceptance of Distribution and Assumption of Liabilities. Each Owner hereby accepts such Owner's pro rata share (based on such Owner's ownership of the capital stock of the Company) of the distribution, transfer, assignment, conveyance and delivery by the Company under Section 1, [REDACTED]

[REDACTED]

3. Further Assurances. At any time and from time to time after the date hereof, at the reasonable request of Owners owning a majority of the Company's capital stock or of the assignee of the Owners and without further consideration, the Company shall promptly execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, including, without limitation, an assignment of trademarks to be filed with the United States Patent and Trademark Office, and take such other action, as such Owners or the assignee of the Owners may reasonably request, to (a) more effectively transfer, convey and assign to the Owners or their assignee, and to confirm the Owners' or their assignee's title to, all of the Distributed Assets, (b) put the Owners or their assignee in actual possession and operating control thereof, (c) assist the Owners or their assignee in exercising all rights with respect thereto, and (d) carry out the purpose and intent of this Distribution Agreement.

4. [REDACTED]

[REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]

10. [REDACTED]

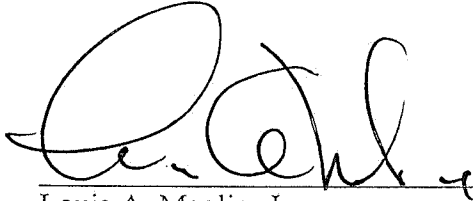
11. [REDACTED]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Distribution Agreement as of the date first above written.

WALPOLE WOODWORKERS, INC.

By: _____
Duly Authorized



Louis A. Maglio, Jr.

James E. Loer, Jr.

Sidney A. Tildsley

Robert L. Willis

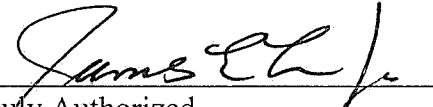
[SIGNATURE PAGE TO DISTRIBUTION AGREEMENT]

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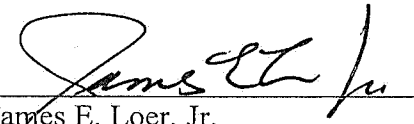
PATENT
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WALPOLE WOODWORKERS, INC.

By: 
Duly Authorized

Louis A. Maglio, Jr.


James E. Loer, Jr.

Sidney A. Tildsley

Robert L. Willis

[SIGNATURE PAGE TO DISTRIBUTION AGREEMENT]

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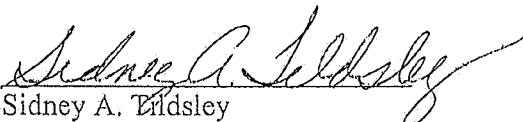
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Duly Authorized

Louis A. Maglio, Jr.

James E. Loer, Jr.



Sidney A. Eidsley

Robert L. Willis

[SIGNATURE PAGE TO DISTRIBUTION AGREEMENT]

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PATENT
REEL: 048318 FRAME: 0074

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Distribution Agreement as of the date first above written.

WALPOLE WOODWORKERS, INC.

By: _____
Duly Authorized

Louis A. Maglio, Jr.

James E. Loer, Jr.

Sidney A. Tildsley

x *Robert Willis*

Robert L. Willis

[SIGNATURE PAGE TO DISTRIBUTION AGREEMENT]

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Schedule I
Distributed Assets

(a) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) all intellectual property including all rights thereunder, remedies against infringements thereof and rights to protection of interests therein under the applicable laws of all jurisdictions, including any current service marks, trademarks or tradenames and the goodwill associated therewith;

[REDACTED]

[REDACTED]

[REDACTED]



{00032719v1 }

[REDACTED]

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4. [REDACTED]
[REDACTED]

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