PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5476000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
TRI-EX COMPOSITES, INCORPORATED	01/20/2006

RECEIVING PARTY DATA

Name:	EXTRUTECH INTERNATIONAL, INC.	
Street Address:	711 W. 17TH STREET, UNIT A2	
City:	COSTA MESA	
State/Country:	CALIFORNIA	
Postal Code:	92627	

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7421830
Patent Number:	7972546

CORRESPONDENCE DATA

Fax Number: (816)983-8080

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.

Email: pto-kc@huschblackwell.com
Correspondent Name: HUSCH BLACKWELL LLP

Address Line 1: 4801 MAIN STREET, SUITE 1000 KANSAS CITY, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	55616.58012
NAME OF SUBMITTER:	WILLIAM B. KIRCHER
SIGNATURE:	/William B. Kircher/
DATE SIGNED:	04/16/2019

Total Attachments: 4

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<u>TERMINATION</u> AGREEMENT

THIS TERMINATION AGREEMENT (this "Agreement") is made and entered into this 17th day of January, 2006, by and between Tri-Fx Composites, Incorporated, a Georgia Corporation, having a place of business at 511 Manderstone, Peachtree City, Georgia, 30269 (hereinafter referred to as "Tri-Ex") and Extrutech International, Inc., having a place of business at 711 W. 17th Street, Unit A2, Costa Mesa, CA 92627, a California corporation (hereinafter referred to as "Extrutech"). Collectively, Extrutech and Tri-Ex shall be referred to herein as the "Parties".

In consideration of the terms and conditions set forth herein, the Parties voluntarily and knowingly execute this Termination Agreement and agree as follows:

- The Parties hereby irrevocably terminate the License Agreement between them dated October 26, 2000, as amended by a signed document dated November 21, 2002, and executed by Tri-Ex on December 4, 2002 (hereinafter the "2002 Amendment"), and a further amendment made in a signed document dated March 2, 2004, and signed by Tri-Ex on March 5, 2004 (the "2004 Amendment"). Such License Agreement, including the 2002 Amendment and the 2004 Amendment, shall be referred to as the "License Agreement".
- Tri-Ex affirms and hereby agrees that upon termination of the License Agreement any and all patents or patent applications covering one or more certain aspects of Extrutech Technology which name at least one employee or representative of each of Extratech and Tri-Hx, respectively, shall automatically become the sole property of Extrutech, in accordance with Section 7 of the License Agreement, as amended by the 2002 Amendment. Such patents and/or patent applications (the "Extratech Patents") include, without limitation, US Patent No. 6,827,995; US Application Serial No. 10/465,521; US Design Patent No.: D 462,458; US Design Patent No.: D 484,252; US Design Patent No.: D 482,140; US Design Patent No.: D 482,462; US Design Patent No.: D 472,326; US Design Patent No.: D 471, 992; and US Design Patent No.: D 461,914.
- Tri-Ex further affirms and hereby agrees to honor its continuing obligations under the License Agreement, including those contained in, without limitation, Sections 7 and 9 of the License Agreement, and in particular hereby agrees to deliver, within thirty (30) days following the Effective Date of this Termination Agreement, an assignment in a form recordable in the U.S. Patent and Trademark Office assigning all of Tri-Ex's right title and interest in and to each patent and patent application coowned by Tri-Ex and Extrutech pursuant to the License Agreement.
- Additionally, Tri-Ex affirms and hereby specifically agrees to honor the continuing obligation not to disclose any information included in the Extrutech Technology which is not publicly available.

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- In consideration of the promises made in this Agreement Extratech, for itself and its heirs, legal representatives, agents, partners, co-tenants, joint venturers, successors and assigns and all persons daiming by, through or under it does hereby release and discharge Tri-Ex and any affiliates, subsidiaries or parents, and each of their respective officers, directors, stackhulders, agents, employees, insurers, attorneys, and their respective personal representatives, executors, administrators, heirs, successors and assigns (collectively, "Tri-Ex Affiliates") from any and all manner of obligation, claim, debt, demand, damage, right, liability, covenant, promise, contract, agreement, cost attorneys' fees, undertaking or cause of action whatsoever, whether known or unknown, fixed or contingent, suspected or claimed which it individually or collectively had, has, claims to have, or may in the future have based in whole or in part upon or arising from or related to the License Agreement.
- In consideration of the promises made in this Agreement Tri-Ex, for itself and its heirs, legal representatives, agents, partners, co-tenants, joint venturers, successors and assigns and all persons claiming by, through or under it does hereby release and discharge Extrutech and any affiliates, subsidiaries or parents, and each of their respective officers, directors, stockholders, agents, employees, insurers, attorneys, and their respective personal representatives, executors, administrators, beirs, successors and assigns (collectively, "Extrutech Affiliates") from any and all manner of obligation, claim, debt, demand, damage, right, liability, covenant, promise, contract, agreement, cost, attorneys' fees, undertaking or cause of action whatsoever, whether known or unknown, fixed or contingent, suspected or claimed which it individually or collectively had, has, claims to have, or may in the future have based in whole or in part upon or arising from or related to the License Agreement
- Tri-fix represents and warrants that Tri-fix has not assigned to any other person or entity any rights or interest in the Extratech Patents, and that no other individual or entity has, or purports to have, any claim against Extrutech based on the License Agreement
- Each of Td-Ex and Extrutech hereby expressly state that it is its intention in executing this Termination Agreement that the same shall be effective as a bar to each and every claim, demand and cause of action related to or arising from the License Agreement, including those relating to unknown and/or unsuspected daims, demands and causes of action, if any. Each of Tri-Ex and Extratech hereby expressly waive all rights under Section 1542 of the Civil Code of California and similar laws of any state or territory of the United States or other Jurisdictions. Section 1542 of the Civil Code of California provides as follows:

Section 1542. <u>General Refease: Extent</u>. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

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This Termination Agreement contains the entire understanding between the Parties hereto with respect to the License Agreement and the matters covered herein, and supersedes and replaces all prior negotiations, proposed agreements or agreements concerning the same. No other agreement, statement or promise made by an party, or by any Affiliate of any party, which is not contained in this Termination Agreement, shall be binding or valid. However, notwithstanding the above, the terms of the License Agreement contained in Sections 7, 9, and 10 shall remain in full force and effect as though all consideration thereunder had been fully performed by each party thereunder.

- Tri-Ex hereby warrants that it has disclosed to Extrutech any and all 10. inventions, whether or not patentable, discoveries, enhancements, modifications, developments and the like made by or on behalf of Tri-Ex directed to one or more aspect of the Extrutech Technology, as the latter term is defined in the License Agreement.
- This Termination Agreement may not be amended, modified or altered except by an instrument in writing signed by both parties hereto.
- This Termination Agreement shall be deemed to have been entered into in the State of California, and all questions concerning the validity, interpretation or performance of any of its terms or provisions, or any rights or obligations hereunder, shall be governed by and resolved in accordance with the laws of the State of California, without regard to California's laws pertaining to choice or conflict of laws. Further, the proper venue for any action regarding the subject matter of this Termination Agreement shall be the County of Orange, State of California.
- This Termination Agreement shall bind and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 14. If any provision of the Termination Agreement is held to be invalid or unenforceable, all other provisions shall continue to be in full force and effect.
- This Termination Agreement may be executed in counterparts or multiple copies, each of which shall be deemed an original.
- If any legal action or other proceeding is brought for the enforcement of this Termination Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other expenses incurred in connection with such action or proceeding.

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CARLOS FISHER

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IN WIINESS WHEREOF, the parties hereto have caused this Termination Agreement to be duly executed as of the date hereof by an authorized representative of each on their behalf, and each covenants that the execution of this Termination Agreement is a voluntary act of each said party and that the manner of execution by said party is sufficient to constitute a binding and irrevocable agreement on its behalf and on which others may rely.

DATED: January 20, 2006

EXTRUTECH INTERNATIONAL, INC.

DATED: January 💋 2006

TRI-EX COMPOSITES, INCORPORATED

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