

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5505052

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	2	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	BRASS SMITH, LLC	03/11/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	BRASS SMITH INNOVATIONS, LLC	
<b>Street Address:</b>	2711 CENTERVILLE ROAD	
<b>Internal Address:</b>	SUITE 400	
<b>City:</b>	WILMINGTON	
<b>State/Country:</b>	DELAWARE	
<b>Postal Code:</b>	19808	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16035021	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(303)268-0065	
<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>		
<b>Phone:</b>	303-268-0066	
<b>Email:</b>	LJONES@SBIPLAW.COM	
<b>Correspondent Name:</b>	SWANSON & BRATSCUN, L.L.C.	
<b>Address Line 1:</b>	8210 SOUTHPARK TERRACE	
<b>Address Line 4:</b>	LITTLETON, COLORADO 80120	
<b>ATTORNEY DOCKET NUMBER:</b>	0702.0868291-DIV1	
<b>NAME OF SUBMITTER:</b>	JAMES L. BROWN, #48,576	
<b>SIGNATURE:</b>	/James L. Brown/	
<b>DATE SIGNED:</b>	05/02/2019	
<b>Total Attachments: 7</b>		
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**PATENT ASSIGNMENT AGREEMENT**

THIS PATENT ASSIGNMENT AGREEMENT (this "**Agreement**"), dated as of March 11 2016, is by and between Brass Smith LLC, a Colorado limited liability company ("**Seller**"), and Brass Smith Innovations, LLC, a Delaware limited liability company ("**Buyer**").

RECITALS

A. Seller and Buyer are parties to that certain Asset Purchase Agreement of even date herewith ("**Purchase Agreement**"). The execution and delivery of this Patent Assignment Agreement is an obligation of each of Buyer and Seller for Closing under the Purchase Agreement.

B. Seller is the record owner of certain patents, as more fully described on Exhibit A hereto (collectively, the "**Patents**").

AGREEMENT

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

**1. Definitions.** Capitalized terms used herein but not defined herein shall have the meanings assigned such terms in the Purchase Agreement.

**2. Assignment.** In accordance with the Purchase Agreement, Seller hereby irrevocably grants, transfers, assigns and conveys unto Buyer all right, title and interest in, to and under the Patents, including, but not limited to, (a) all right, title and interest in, to and under all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of the Patents, (b) all rights of any kind whatsoever of Seller accruing under any of the Patents provided by applicable Law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Patents, and (d) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

**3. Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Patent Assignment Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the

execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the assigned Patents to Buyer, or any assignee or successor thereto.

**4. Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Seller's and Buyer's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and the Assumed Liabilities, are incorporated herein by reference. Seller and Buyer acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement are not superseded hereby but remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement govern.

**5. Counterparts; Electronic Transmission of Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. A facsimile or other copy of a signature, including execution and delivery of this Agreement by electronic exchange bearing the copies of the signature of a party, shall be deemed an original for purposes of this Agreement.

**6. Notices.** All notices, requests, demands, claims and other communications hereunder shall be given in the manner set forth in the Purchase Agreement. Either party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other party notice of such change in the manner set forth in the Purchase Agreement.

**7. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any situation in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining terms and provisions hereof or the validity, legality or enforceability of the offending term or provision in any other situation or in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction so as best to give effect to the intent of the parties under this Agreement.

**8. Amendments.** This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Seller and Buyer.

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**10. No Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

*[Remainder of page intentionally left blank – signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement as of the date first written above.

**SELLER:**

BRASS SMITH LLC

By:   
Michael A. Ackerman, sole Manager

**BUYER:**

BRASS SMITH INNOVATIONS, LLC

By: \_\_\_\_\_  
David Wolmer, Authorized Person

IN WITNESS WHEREOF, the parties have executed this Patent Assignment Agreement as of the date first written above.

**SELLER:**

BRASS SMITH LLC

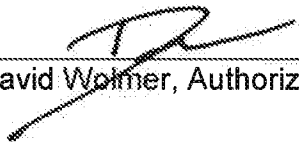
By:

Michael A. Ackerman, sole Manager

**BUYER:**

BRASS SMITH INNOVATIONS, LLC

By:

  
David Wolmer, Authorized Person

## EXHIBIT A

### Patents

*All patents listed below are on file with the United States Patent and Trademark Office.*

TITLE	APPLN. NO.	FILING DATE	PUB NO.	PUB DATE	PATENT NO.	ISSUE DATE	STATUS
SNEEZE GUARDS AND METHODS FOR THEIR CONSTRUCTION AND USE	90/012,138	3/12/12					Pending
SNEEZE GUARDS AND METHODS FOR THEIR CONSTRUCTION AND USE	09/580,310	5/26/00			6,588,863	7/8/03	Issued
FOOD WARMING DEVICE AND METHODS FOR ITS MANUFACTURE	10/438,740	5/14/03	US-2004-0226937-A1	11/18/04	7,067,773	6/27/06	Issued
FOOD WARMER	29/181,803	5/14/03			D495,194	8/31/04	Issued
ARTICLE SUPPORT SYSTEM FOR POLES	10/930,334	8/30/04	US-2006-0043245-A1	3/2/06	7,261,263	8/28/07	Issued
EX-PARTE RE-EXAM	90/009,759	6/14/10			6,588,863C1	7/19/11	Issued
EX-PARTE RE-EXAM	90/011,241	9/29/10			6,588,863C1	7/19/11	Issued
EX-PARTE RE-EXAM	90/012,417	8/3/12			6,588,863C2	6/27/13	Issued
ADJUSTABLE FOOD SHIELD	13/022,387	2/7/11	US-2012-0200207-A1	8/9/12	8,403,430	3/26/13	Issued
ADJUSTABLE FOOD SHIELD	13/848,843	3/22/13	US-2013-0221815-A1		8,585,160	11/19/13	Issued



TITLE	APPLN. NO.	FILING DATE	PUB NO.	PUB DATE	PATENT NO.	ISSUE DATE	STATUS
ADJUSTABLE FOOD SHIELD WITH DETENTS	14/621,154	2/12/15					Pending
SUPPORT COLUMN FOR A FOOD SHIELD	29/517,922	2/18/15					Pending
SNEEZE GUARDS AND METHODS FOR THEIR CONSTRUCTION AND USE	90/012,417	8/3/12					Pending
FOOD SERVICE EQUIPMENT AND SYSTEMS	13/920,915	6/18/13	US- 2014- 0366751- A1				Published