

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5506616

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STARKEY INDUSTRIES, LLC	05/03/2019
RECEIVING PARTY DATA	
Name:	UNITED TERRA TECHNOLOGIES LLC
Street Address:	433 PAULA DRIVE S
Internal Address:	UNIT 45
City:	DUNEDIN
State/Country:	FLORIDA
Postal Code:	34698
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9677844
Patent Number:	8721459
CORRESPONDENCE DATA	
Fax Number:	(603)625-5650
<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:	(603)625-6464
Email:	scott.rand@mclane.com
Correspondent Name:	SCOTT C. RAND
Address Line 1:	900 ELM STREET
Address Line 2:	P.O. BOX 326
Address Line 4:	MANCHESTER, NEW HAMPSHIRE 03105-0326
ATTORNEY DOCKET NUMBER:	110159
NAME OF SUBMITTER:	SCOTT C. RAND
SIGNATURE:	/Scott C. Rand/
DATE SIGNED:	05/03/2019
Total Attachments: 6	
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PATENT AND INVENTION ASSIGNMENT AGREEMENT

This PATENT AND INVENTION ASSIGNMENT AGREEMENT (“Assignment”), dated as of May 3, 2019, is made by STARKEY INDUSTRIES, LLC, a New Hampshire limited liability company having an address of 484 NH Route 12 North #126, Fitzwilliam, New Hampshire 03447 (“Seller”), in favor of UNITED TERRA TECHNOLOGIES LLC, a Delaware limited liability company having an address of 433 Paula Drive S, Unit 45, Dunedin, FL 34698 (“Buyer”).

WHEREAS, Buyer is the purchaser of certain assets of Seller pursuant to a certain Asset Purchase Agreement by and between Buyer and Seller, dated as of even date herewith (the “Asset Purchase Agreement”); and

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, sold, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Definitions: Capitalized terms used in this Assignment shall have the meaning ascribed to them in this Section 1 or elsewhere in this Assignment.

(a) “**Patents**” means the United States and European patents set forth in Schedule 1 hereto.

(b) “**Applications**” means the United States Provisional Patent Applications set forth in Schedule 2 hereto.

(c) “**Inventions**” means, collectively, the inventions shown and described in the Patents and Applications, and, the invention identified in Schedule 3 hereto.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the Patents, Applications, and Inventions, and all applications, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and substitutions thereof (collectively, the “**Assigned IP Rights**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, injunctive, and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right (but not the obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. 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 Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP Rights to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. 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. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

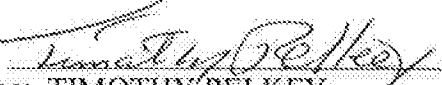
6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signature page follows.]

[Signature Page to Patent and Invention Assignment Agreement]


IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

STARKEY INDUSTRIES, LLC

By: 
Name: TIMOTHY PELKEY
Title: Manager
Date: 5-3-2019

AGREED TO AND ACCEPTED BY:

UNITED TERRA TECHNOLOGIES LLC

By: 
Name: MELISSA B. DUCLOS
Title: Manager
Date: 5-3-2019

14510153

[Notarization Page to Patent and Invention Assignment Agreement]

State of: New Hampshire)
) SS
County of: Hillsborough)

Personally appeared before me this day, the above named TIMOTHY PELKEY, in his capacity as Manager of Starkey Industries, LLC, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that he executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal this 3rd day of May, 2019.


Notary Public

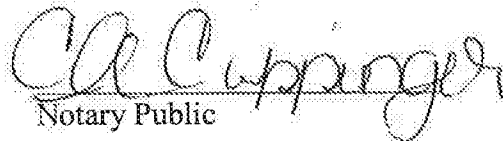
(Seal)

CONSTANCE A. COPPINGER, Notary Public
My Commission Expires November 8, 2022

State of: New Hampshire)
) SS
County of Hillsborough)

Personally appeared before me this day, the above named MELISSA B. DUCLOS, in her capacity as Manager of United Terra Technologies LLC, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that she executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my seal this 3rd day of May, 2019.


Notary Public

(Seal)

CONSTANCE A. COPPINGER, Notary Public
My Commission Expires November 8, 2022

**SCHEDULE 1
PATENTS**

US Patents

Patent No.	Title	Issue Date
8,721,459	<i>Multi-Stage Push Button Release Baton</i>	May 13, 2014
9,677,844	<i>Telescoping Baton with Improved Stopping and Shock Absorbing Assembly</i>	June 13, 2017

European Patents

Patent No.	Country	Title	Grant Date
2,604,966	Europe	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Belgium (BE)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	France (FR)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Germany (DE)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Italy (IT)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Netherlands (NL)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Spain (ES)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Sweden (SE)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Switzerland (CH)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	Turkey (TR)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016
2,604,966	United Kingdom (GB)	<i>Multi-Stage Baton with Push Button Release</i>	September 28, 2016

SCHEDULE 2

APPLICATIONS

United States Provisional Patent Applications

<u>Serial No.</u>	<u>Title</u>	<u>Filing Date</u>
61/773,315	<i>Telescoping Baton with Improved Stopping and Shock Absorbing Assembly</i>	March 6, 2013
61/856,792	<i>Articulated Disposable [sic] Handcuffs</i>	July 22, 2013