505479215 05/16/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UNIQUE METAL SOLUTIONS, LLC	04/29/2019

RECEIVING PARTY DATA

Name:	ROBROY INDUSTRIES - TEXAS, LLC
Street Address:	1100 U.S. HIGHWAY 271 S.
City:	GILMER
State/Country:	TEXAS
Postal Code:	75644

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15939246

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	2483-1903180
NAME OF SUBMITTER:	RYAN J. MILLER
SIGNATURE:	/Ryan J. Miller/
DATE SIGNED:	05/16/2019

Total Attachments: 4

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> PATENT REEL: 049196 FRAME: 0737

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PATENT ASSIGNMENT

This Patent Assignment (this "Assignment"), is dated as of April 29, 2019, by Unique Metal Solutions, LLC, a Missouri limited liability company ("Assignor"), in favor of Robroy Industries-Texas, LLC, a Texas limited liability company ("Assignee").

WHEREAS, Assignor is selling certain assets to Assignee, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, between Assignor, Assignee, and Julie A. Meyer, the sole member of Assignor (the "Purchase Agreement");

WHEREAS, the Purchase Agreement contemplates that Assignee will purchase from Assignor, certain inventions, patents and patent applications referred to on <u>Schedule A</u> attached hereto (collectively, the "Patents");

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the Patents; and

WHEREAS, Assignee is desirous of acquiring the entire right, title, and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignment. Assignor hereby irrevocably sells, assigns and transfers to Assignee the entire right, title and interest in and to said Patents (as set forth on Schedule A) including, but not limited to, (a) all inventions and improvements disclosed therein, (b) all letters patent or similar legal protection granted therefore in the United States and its territorial possessions and in all foreign countries, unions, or regions, including all rights of priority, (c) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor and (d) all rights to enforce including, but not limited to, the right to sue and collect damages for any past, present or future infringements thereof, throughout the world.
- 2. **Further Assurances**. Assignor covenants that when requested by Assignee, and without further consideration, but at the sole cost and expense of Assignee, Assignor will promptly execute and deliver to Assignee or its legal representative any and all instruments or affidavits required to apply for, obtain, maintain, issue, enforce and to perfect title to any of the Patents.
- 3. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Patents, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.
- 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.

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5. **General**. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Patents. This Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns. This Assignment shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date written below.

ASSIGNOR:

UNIQUE METAL SOLUTIONS, LLC

Date:

PATENT REEL: 049196 FRAME: 0740

Schedule A Patents

Title	Country	Applicatio	Filing	Priority	Parent	Relation	Publication	Patent No. Grant	Grant	Status
		n No.	Date	Date		w/ Parent	No.		Date	
Bracket	US	29/330,891	1/15/2009	Filing date	None	N/A	USD599193S1 D599,193		9/1/2009	Active
Flat Bracket	\cup S	29/387,199	3/10/2011	Filing date	None	N/A	USD649863S1	D649,863	12/6/2011	Active
Bracket	$^{ m US}$		3/4/2011	Filing date	None	N/A	USD653524S1 D653,524		2/7/2012	Active
Bracket	US	29/330,895	1/15/2009	Filing date	None	N/A	USD599194S1 D599,194		9/1/2009	Active
Bracket	US	29/340,996	7/29/2009	1/15/2009	29/330,895	Division	USD608183S1 D608,183		1/19/2010	Active
Piping and Conduit Support Rack	S	15/939,246	03/28/2018	N/A	N/A	N/A	N/A	A/N	N/A	Pending

PATENT REEL: 049196 FRAME: 0741

RECORDED: 05/16/2019