

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5553797

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OLDCASTLE LIGHT BUILDING PRODUCTS, LLC	05/31/2019
RECEIVING PARTY DATA	
Name:	OLDCASTLE SUREPODS, LLC
Street Address:	900 ASHWOOD PARKWAY
City:	ATLANTA
State/Country:	GEORGIA
Postal Code:	30338
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	9914467
Patent Number:	10183462
Application Number:	16254230
Application Number:	15699583
Application Number:	15814652
Application Number:	15875415
Application Number:	62732966
Application Number:	62205101
Application Number:	62448143
CORRESPONDENCE DATA	
Fax Number:	(404)853-8806
<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:	404-853-8012
Email:	KarissaBlyth@eversheds-sutherland.us
Correspondent Name:	KARISSA F. BLYTH
Address Line 1:	999 PEACHTREE STREET, NE
Address Line 2:	SUITE 2300
Address Line 4:	ATLANTA, GEORGIA 30309-3996
NAME OF SUBMITTER:	KARISSA F. BLYTH
SIGNATURE:	/Karissa F. Blyth/

PATENT

DATE SIGNED:	06/04/2019
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Total Attachments: 5

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ASSIGNMENT

WHEREAS, Oldcastle Precast, Inc., a corporation of Washington having a principal place of business at 1002 15th Street S.W., Suite 110, Auburn, Washington 98001-6502; and **Oldcastle Light Building Products, LLC**, a limited liability company of Delaware having a principal place of business at 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338 (hereinafter "ASSIGNORS"), own an interest in (i) some or all of the inventions, patent applications, patents, registered design applications, and registered designs identified on the attached Schedule A and (ii) the other rights and assets described on the attached Schedule B ((i) and (ii), collectively, the "IP RIGHTS"); and

WHEREAS, Oldcastle SurePods, LLC, a limited liability company of Delaware having a principal place of business at 900 Ashwood Parkway, Atlanta, Georgia 30338 (hereinafter "ASSIGNEE"), is desirous of acquiring an interest in the same, in connection with the sale of all of the issued and outstanding membership interests of ASSIGNEE pursuant to that certain Membership Interest Purchase Agreement, dated on or about the date hereof, by and among WND Ventures, LLC, Oldcastle Light Building Products, LLC, ASSIGNEE, and Oldcastle Infrastructure, Inc. (the "PURCHASE AGREEMENT");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS by these presents do hereby sell, convey, assign, and transfer unto ASSIGNEE, the full, exclusive, and entire right, title, and interest in and to said IP RIGHTS, and in and to all inventions and improvements disclosed and described in said IP RIGHTS, and in and to all applications claiming benefit of said IP RIGHTS, including any continuation, continuation-in-part, divisional, reissue, reexamination, substitution, renewal, or foreign application thereof, and all Letters Patents resulting from any of said IP RIGHTS, in any jurisdiction worldwide;

AND, for the same consideration, ASSIGNORS agree to sign all lawful papers, execute all applications, make all assignments and rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors, assigns, and nominees, to obtain and enforce proper protection for all said inventions and improvements in all countries throughout the world.

IN WITNESS WHEREOF, ASSIGNORS have caused this ASSIGNMENT to be executed by their duly authorized representatives as of the date first written above.

[SIGNATURE PAGES FOLLOW]

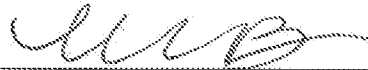
On behalf of Oldcastle Precast, Inc.:

By: Michael Schaeff
Name: MICHAEL SCHAEFFER
Title: ASS'T SECRETARY
Date: _____

STATE OF Georgia)
COUNTY OF Dekalb)

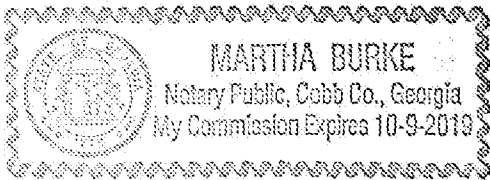
Before me, a Notary Public in and for the State of Georgia, on this 31st day of May, 2019, personally appeared Michael Schaeffer, who being duly sworn, signed and acknowledged the foregoing Assignment as her/his free act and deed.

(SEAL)



(Notary Public)

My Commission Expires 10/9/19



On behalf of Oldcastle Light Building Products, LLC:

By: Michael Schaeffer
Name: MICHAEL SCHAEFFER
Title: ASST SECRETARY
Date: _____

STATE OF Georgia)

COUNTY OF DeKalb)

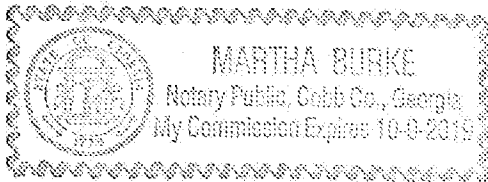
Before me, a Notary Public in and for the State of Georgia, on this 31st day of May, 2019, personally appeared Michael Schaeffer, who being duly sworn, signed and acknowledged the foregoing Assignment as her/his free act and deed.

(SEAL)

[Signature]

(Notary Public)

My Commission Expires 10/9/19



**SCHEDULE A
IP RIGHTS**

Assignee shall have the right to prepare multiple versions of this Schedule A that list one or more of the IP Rights for a single country for recordation with the appropriate governmental authority of such country.

Country	Application No.	Filing Date	Patent No.
United States of America	14/676,099	4/1/2015	9719537
United States of America	14/674,376	3/31/2015	9,567,739
United States of America	15/236,162	8/12/2016	10,183,462
United States of America	16/254,230	1/22/2019	
United States of America	15/236,184	8/12/2016	9914467
United States of America	15/699,583	9/8/2017	
United States of America	15/814,652	11/16/2017	
United States of America	15/875,415	1/19/2018	
United States of America	62/732,966	9/18/2018	
United States of America	61/973,377	4/1/2014	
United States of America	62/205,101	8/14/2015	
United States of America	62/448,143	1/19/2017	

**SCHEDULE B
OTHER ASSETS AND RIGHTS**

To the extent primarily or exclusively related to factory built bathroom pod systems and historically used by ASSIGNEE in the ordinary course of its business, and except for any Retained Assets (as defined in the PURCHASE AGREEMENT):

1. Inventions, designs, algorithms and other industrial property, and all modifications, enhancements and improvements thereto, whether patentable or unpatentable, and whether or not reduced to practice, and all patents therefor or in connection therewith (including all U.S. and foreign patents, patent applications, patent disclosures, mask works, and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof);
2. Trade names and service marks, trade dress, logos, and other commercial product or service designations, and all goodwill and similar value associated with any of the foregoing, and all applications, registrations, and renewals in connection therewith;
3. Copyrights (whether or not registered), moral rights, and all registrations and applications thereof;
4. Trade secrets, knowhow and other confidential business information, including technical information, marketing plans, research, designs, plans, methods, techniques, and processes, any and all technology, supplier lists, customer lists, computer software programs or applications, in both source and object code form, technical documentation of such software programs, statistical models, supplier lists, e-mail lists, inventions, databases, and data, whether in tangible or intangible form and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing, and any and all other rights to existing and future applications and registrations, and all other proprietary rights in, or relating to, any of the foregoing;
5. All rights of any kind whatsoever of each Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
6. Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
7. 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, 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.