505528360 06/17/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5575166

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
E. I. DU PONT DE NEMOURS AND COMPANY	03/28/2019

RECEIVING PARTY DATA

Name:	DUPONT SAFETY & CONSTRUCTION, INC.			
Street Address:	974 CENTRE ROAD			
Internal Address:	LEGAL DEPT CRP721			
City:	WILMINGTON			
State/Country:	DELAWARE			
Postal Code:	19805			

PROPERTY NUMBERS Total: 1

Property Type	Number			
Patent Number:	9848543			

CORRESPONDENCE DATA

Fax Number: (302)355-4743

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.

Phone: 3029994233

Email: frances.toutkaldjian@dupont.com **Correspondent Name:** FRANCES TOUTKALDJIAN

Address Line 1: 974 CENTRE ROAD

Address Line 2: DUPONT LEGAL, CRP721/2271

Address Line 4: WILMINGTON, DELAWARE 19805

ATTORNEY DOCKET NUMBER:	TK5330USNP
NAME OF SUBMITTER:	FRANCES TOUTKALDJIAN
SIGNATURE:	/Frances Toutkaldjian/
DATE SIGNED:	06/17/2019

Total Attachments: 6

source=20190328_TK5330USNP_PatentAssignment#page1.tif source=20190328_TK5330USNP_PatentAssignment#page2.tif source=20190328_TK5330USNP_PatentAssignment#page3.tif source=20190328_TK5330USNP_PatentAssignment#page4.tif

PATENT 505528360 REEL: 049485 FRAME: 0939

 $source = 20190328_TK5330USNP_PatentAssignment\#page 5. tif\\ source = 20190328_TK5330USNP_PatentAssignment\#page 6. tif$

PATENT REEL: 049485 FRAME: 0940

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "<u>Assignment</u>"), dated as of March 28, 2019 (the "<u>Effective Date</u>"), is by and between E. I. du Pont de Nemours and Company, a Delaware corporation ("<u>Assignor</u>") and DuPont Safety & Construction, Inc., a Delaware corporation ("<u>Assignee</u>"), (each a "<u>Party</u>" and collectively, the "<u>Parties</u>").

WHEREAS, Assignor owns the issued patents and patent applications set forth on <u>Schedule A</u> hereto (the foregoing, including all patents issuing from any patent applications, collectively, the "<u>Assigned Patents</u>"); and

WHEREAS, the Parties hereto agree that the Assignor contribute, transfer, assign and convey to the Assignee all of its right, title and interest in and to the Assigned Patents and that the Assignee accept such contribution, transfer, assignment and conveyance of such Assigned Patents;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this Assignment, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. <u>Conveyance</u>. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Patents, together with any and all (a) related continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, extensions, and foreign equivalents thereof and (b) priority rights derived from any the Assigned Patents, or the items described in the foregoing subsection (a), by virtue of the International Convention for the Protection of Industrial Property and any other rights provided under applicable treaties or conventions, including rights in any and all provisional applications, together with all rights and remedies against past, present, and future infringement, misappropriation, or other violation thereof, including the right to enforce the foregoing and to sue for and recover profits and damages for any and all infringements, misappropriations or violations thereof, whether past, present or future, to the full end of the term or terms for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor without this assignment (the rights transferred under this Section 1 cumulatively, the "Assigned Rights").
- 2. Recordation: Further Assurances. Assignor and Assignee shall each take any and all additional actions as may be reasonably necessary to effect the transactions contemplated hereby, including Assignor's execution of individual assignment documentation prepared by Assignee at Assignee's expense for filing with the authorities of each individual country. In furtherance of the foregoing, Assignor agrees that with respect to the Assigned Patents it will enter into an assignment agreement suitable for filing with the authorities of each individual country (each an "Recordal Instrument"). The Parties agree that any Recordal Instrument shall give no greater rights or remedies in respect of the transaction completed in such Recordal Instrument than those provided for herein and Section 4 of this Assignment shall apply to any Recordal Instrument as if fully set forth therein. As between the Parties, the responsibility to file

1

assignments with the national patent offices of each country for the Assigned Patents shall be on the Assignee and the Assignee shall bear the cost of filing such assignments (unless, as of the Effective Date, the patent registration or application is not properly recorded in the name of the Assignor or an Affiliate of Assignor, in which case, at the request of Assignee, the Parties shall reasonably cooperate to make the necessary corrective filings and recordals of the documents that are available to them and shall split evenly any expenses in connection with the foregoing corrections and each Party shall provide any receipts and expense documentation to the other Party for the purposes of splitting such expenses).

- 3. <u>Prosecution and Maintenance</u>. For the avoidance of doubt but without limiting the obligations set forth in Section 2 hereof, as of and following the Effective Date, Assignor will have no responsibility to take any action to maintain any of the patents included in the Assigned Rights or further prosecute or seek issuance of any patent applications included in the Assigned Rights, including payment of fees, responses to any office action or other inquiries from agents of governmental entities or registrars, or otherwise.
- 4. No Claims. Except with respect to Section 2 of this Assignment, neither Party nor any of their respective affiliates or representatives will have, or be subject to, any liability or indemnification obligation under this Assignment to the other Party, any of its affiliates or representatives or any other entity or person resulting from, or in connection with, this Assignment or the transactions contemplated hereby. Except with respect to Section 2, each of the Parties hereby agrees (a) not to bring any claim or Action (as defined herein) under this Assignment against the other Party, its affiliates or representatives and (b) to cause its respective affiliates and representatives to comply with this Section 4. "Action" shall mean any claims, actions, suits, inquiries, proceedings or investigations by or before any governmental authority or arbitral tribunal.
- 5. <u>Disclaimer of Representations and Warranties</u>. ASSIGNEE (ON BEHALF OF ITSELF AND ITS AFFILIATES) UNDERSTANDS AND AGREES THAT NO PARTY TO THIS ASSIGNMENT IS REPRESENTING OR WARRANTING IN ANY WAY IN THIS ASSIGNMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, AS TO THE ASSIGNED PATENTS AND THE OTHER ASSIGNED RIGHTS, AS TO ANY CONSENTS OR APPROVALS (INCLUDING APPROVALS FROM ANY GOVERNMENTAL ENTITIES) REQUIRED IN CONNECTION HEREWITH OR THEREWITH, AS TO THE VALUE OR FREEDOM FROM ANY SECURITY INTERESTS OF OR THE NON-INFRINGEMENT OR ABSENCE OF OTHER VIOLATION, VALIDITY OR ENFORCEABILITY OR ANY OTHER MATTER CONCERNING THE ASSIGNED PATENTS AND OTHER PATENTS AND PATENT APPLICATIONS INCLUDED IN THE ASSIGNED RIGHTS, AND ALL OF THE ASSIGNED PATENTS AND OTHER ASSIGNED RIGHTS ARE BEING TRANSFERRED ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS.
- 6. <u>Successors and Assigns</u>. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the Parties and their respective successors and permitted transferees and assigns.

- 7. <u>Counterparts</u>. This Assignment may be executed in more than one counterpart, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.
- 8. <u>Title and Headings</u>. Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.
- 9. <u>Governing Law</u>. This Assignment and any dispute arising out of, in connection with or relating to this Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

3

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

E. I. du Pont de Nemours and Company

By: Marian Flattery

Name: Marian Flattery

Title: Associate General Counsel – Intellectual Property

THE STATE OF IOWA

County of POLK
This instrument was executed before me on this <u>17</u> day of <u>June</u> , <u>2019</u> , by <u>Marlan T. Flatlery</u> , the <u>ASSOCIATE GENERAL COUNSEL</u> (title) of E. I. du Pont de
Nemours and Company, a Delaware corporation, on behalf of said company.
Susan M. Smith
Notary Public in and for
The State of 10WA

SUSAN M. SMITH
Printed or Typed Name of Notary

SUSAN M SMITH Commission Number 762469 My Commission Expires 04-05-2022

My commission expires April 5, 2022

Acknowledged and Accepted:

ASSIGNEE:

DuPont Safety & Construction, Inc.

By: James M. Sunnott
Name: Jessica Sinnott

Title: Chief IP Counsel and Associate General Counsel

THE STATE OF DELAWARE

County of New Castle

This instrument was executed before me on this 17 day of June, 2019, by Jessica Sinnoth, the Assoc, General Chile of DuPont Safety & Construction, Inc., a Delaware

corporation, on behalf of said company.

Notary Public in and for
The State of Delaware

Printed or Typed Name of Notary

My commission expires 5-10-2020

RAFFAELA CONCETTA CIABATTONI NOTARY PUBLIC STATE OF DELAWARE MY COMMISSION EXPIRES MAY 10, 2020

Signature Page to Patent Assignment by and between E. I. du Pont de Nemours and Company and DuPont Safety & Construction, Inc.

> **PATENT** REEL: 049485 FRAME: 0945

SCHEDULE A TO PATENT ASSIGNMENT

Case Ref	Country	Filing Type	Filing Date	Filing Number	Grant Date	Grant Number	Title
TK5330- BR-PCT	Brazil	PCT Application	25 Jun 2014	1120160003888			SYSTEM AND METHOD FOR IRRIGATION
TK5330- CA-PCT	Canada	PCT Application	25 Jun 2014	2917630			SYSTEM AND METHOD FOR IRRIGATION
TK5330- CN-PCT	China	PCT Application	25 Jun 2014	201480038052.6			SYSTEM AND METHOD FOR IRRIGATION
TK5330- DE-EPT	Germany	Euro-PCT Application	25 Jun 2014	14741478.3	19 Dec 2018	602014038212.6	SYSTEM AND METHOD FOR IRRIGATION
TK5330- EP-EPT	European Procedure (Patents)	Euro-PCT Application	25 Jun 2014	14741478.3	19 Dec 2018	3019000	SYSTEM AND METHOD FOR IRRIGATION
TK5330- FR-EPT	France	Euro-PCT Application	25 Jun 2014	14741478.3	19 Dec 2018	3019000	SYSTEM AND METHOD FOR IRRIGATION
TK5330- GB-EPT	United Kingdom	Euro-PCT Application	25 Jun 2014	14741478.3	19 Dec 2018	3019000	SYSTEM AND METHOD FOR IRRIGATION
TK5330- IL-PCT	Israel	PCT Application	25 Jun 2014	243085			SYSTEM AND METHOD FOR IRRIGATION
TK5330- JP-PCT	Japan	PCT Application	25 Jun 2014	2016-525360			SYSTEM AND METHOD FOR IRRIGATION
TK5330- US-NP	United States Of America	National Patent	18 Jun 2014	14/307893	26 Dec 2017	9848543	SYSTEM AND METHOD FOR IRRIGATION

PATENT REEL: 049485 FRAME: 0946

RECORDED: 06/17/2019