

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5600153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
L.P. CYLINDER SERVICE, INC.	04/09/2019
RECEIVING PARTY DATA	
Name:	QUALITY STEEL PENNSYLVANIA, INC.
Street Address:	2914 HIGHWAY 61 S.
Internal Address:	PO BOX 249
City:	CLEVELAND
State/Country:	MISSISSIPPI
Postal Code:	38732
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8720738
Patent Number:	D609774
CORRESPONDENCE DATA	
Fax Number:	(256)517-5285
<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:	601.592.9937
Email:	wbabcock@bradley.com
Correspondent Name:	WENDY R. MULLINS
Address Line 1:	ONE JACKSON PLACE
Address Line 2:	188 E. CAPITOL STREET, STE 1000
Address Line 4:	JACKSON, MISSISSIPPI 39201
ATTORNEY DOCKET NUMBER:	204982-401001
NAME OF SUBMITTER:	WENDY R. MULLINS
SIGNATURE:	/Wendy R. Mullins/
DATE SIGNED:	07/01/2019
Total Attachments: 7	
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into on April 9, 2019, by and between **QUALITY STEEL PENNSYLVANIA, INC.**, a Mississippi corporation ("Buyer"), and **L.P. CYLINDER SERVICE, INC.**, a Pennsylvania corporation ("L.P."), **THE MAURICE A. RYMAN LIVING TRUST**, Maurice A. Ryman and Jackie L. Ryman as co-Trustees ("MAR Living Trust"), **THE JACKIE L. RYMAN LIVING TRUST**, Jackie L. Ryman and Maurice A. Ryman as co-Trustees ("JLR Living Trust"), **THE MAURICE A. RYMAN INHERITANCE TRUST**, Rebecca L. Ryman and Christopher M. Ryman as co-Trustees ("MAR Inheritance Trust"), **THE JACKIE L. RYMAN INHERITANCE TRUST**, Rebecca L. Ryman and Christopher M. Ryman as co-Trustees ("JLR Inheritance Trust" together with the MAR Living Trust, the JLR Living Trust and the MAR Inheritance Trust, collectively the "Shareholders"), **THE MAURICE A. RYMAN ALASKA INHERITANCE TRUST** ("MAR Alaska Trust"), **THE JACKIE L. RYMAN ALASKA INHERITANCE TRUST** ("JLR Alaska Trust" together with MAR Alaska Trust, collectively the "Route 434 Site Sellers") and **SHOHOLA COMMERCIAL PROPERTY, LLC**, a Pennsylvania limited liability company ("Shohola"); the Buyer, L.P., the Shareholders, the Route 434 Site Sellers and Shohola are referred to individually as a "Party" or collectively herein as the "Parties."

This Agreement contemplates a transaction in which Buyer will purchase all of the assets (and assume certain of the liabilities) of L.P., patents from Ryman, and certain real estate held by the Route 434 Site Sellers and Shohola in return for cash and promissory notes.

Now, therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

§1. Definitions.

"Acquired Assets" means the Acquired L.P. Assets, the Acquired Route 434 Site Assets and the Acquired Shohola Assets.

"Acquired L.P. Assets" means all right, title, and interest in and to all of the assets of L.P., including all of its (a) Owned Real Property and Leased Real Property, (b) tangible personal property (such as machinery, equipment, inventories of raw materials and supplies, manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, tractors, trailers, tools, jigs, and dies), (c) Intellectual Property, goodwill associated therewith, licenses, sublicenses, agreements, covenants not to sue, and permissions granted and obtained with respect thereto, and rights thereunder, remedies against past, present, and future infringements thereof, and rights to protection of past, present, and future interests therein under the laws of all jurisdictions, (d) leases, subleases, and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, Liens, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes, and other receivables, (g) claims, deposits, prepayments, refunds (other than tax refunds), causes of action, choses in action, rights of recovery, rights of set-off, and rights of recoupment, (h) franchises, approvals, permits, licenses, orders, registrations, certificates, variances, and similar rights obtained from governments and governmental agencies, (i) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials, and (j) Cash; provided, however, that the Acquired L.P. Assets shall not include (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and

"Data Laws" means laws, regulations, guidelines, and rules in any jurisdiction (federal, state, local, and non-U.S.) applicable to data privacy, data security, and/or personal information, including the Federal Trade Commission's Fair Information Principles, as well as industry standards applicable to L.P.

"Disclosure Schedule" has the meaning set forth in §3 below.

"Employee Benefit Plan" means any "employee benefit plan" (as such term is defined in ERISA §3(3)) and any other material employee benefit plan, program or arrangement of any kind.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA §3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA §3(1).

"Encumbrance Documents" has the meaning set forth in §3(l) below.

"Environmental, Health, and Safety Requirements" means, whenever in effect, all federal, state, local, and non-U.S. statutes, regulations, ordinances, and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations, and all common law concerning public health and safety, worker health and safety, pollution, or protection of the environment, including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, exposure to, or cleanup of any hazardous materials, substances, wastes, chemical substances, mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise, odor, mold, or radiation.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means each entity that is treated as a single employer with L.P. for purposes of Code §414.

"Estoppel Certificates" has the meaning set forth in §7(a) below.

"Excluded Assets" means with respect to L.P., the Route 434 Site Sellers and Shohola: (a) all claims for tax refund; (b) all insurance policies and any rights thereunder; and (c) the assets listed on § 2(a)(iii) of the Disclosure Schedule.

"Fiduciary" has the meaning set forth in ERISA §3(21).

"Financial Statements" has the meaning set forth in §3(g) below.

"FIRPTA Affidavit" has the meaning set forth in §7(a) below.

"Force Majeure Event" has the meaning set forth in §3(aa) below.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Improvements" has the meaning set forth in §3(l) below.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, divisions, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, other source identifiers, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

[BUYER:]

QUALITY STEEL PENNSYLVANIA, INC.

By: Sean Wessel
Sean Wessel, President

[SELLERS:]

L.P. CYLINDER SERVICE, INC.

By: Maurice A. Ryman
Maurice A. Ryman, President

[SHAREHOLDERS:]

THE MAURICE A. RYMAN LIVING TRUST

By: Maurice A. Ryman
Maurice A. Ryman, Trustee

By: Jackie L. Ryman
Jackie L. Ryman, Trustee

THE JACKIE L. RYMAN LIVING TRUST

By: Jackie L. Ryman
Jackie L. Ryman, Trustee

By: Maurice A. Ryman
Maurice A. Ryman, Trustee

THE MAURICE A. RYMAN INHERITANCE TRUST

By: Rebecca L. Ryman
Rebecca L. Ryman, Trustee

By: Christopher M. Ryman
Christopher M. Ryman, Trustee

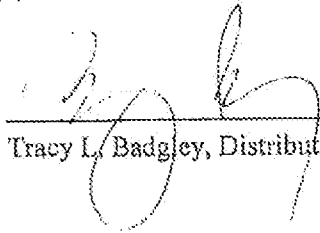
THE JACKIE L. RYMAN INHERITANCE TRUST

By: Rebecca L. Ryman
Rebecca L. Ryman, Trustee

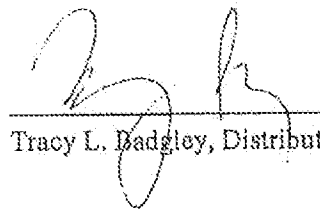
By: Christopher M. Ryman
Christopher M. Ryman, Trustee

[ROUTE 434 SITE SELLERS:]

THE MAURICE A. RYMAN ALASKA INHERITANCE TRUST

By: 
Tracy L. Badgley, Distribution Trustee

THE JACKIE L. RYMAN ALASKA INHERITANCE TRUST

By: 
Tracy L. Badgley, Distribution Trustee

[SHOHOLA:]

SHOHOLA COMMERCIAL PROPERTY, LLC

By its Manager, MJRC Management Corp.:

By: _____
Maurice A. Ryman, President

[ROUTE 434 SITE SELLERS:]

THE MAURICE A. RYMAN ALASKA INHERITANCE
TRUST

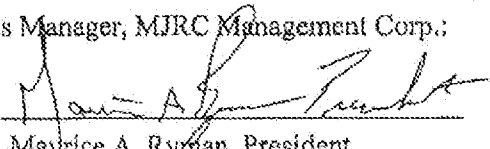
By: _____
Tracy L. Badgley, Distribution Trustee

THE JACKIE L. RYMAN ALASKA INHERITANCE TRUST

By: _____
Tracy L. Badgley, Distribution Trustee

[SHOHOLA:]

SHOHOLA COMMERCIAL PROPERTY, LLC
By its Manager, MJRC Management Corp.:

By: 
Maurice A. Ryman, President

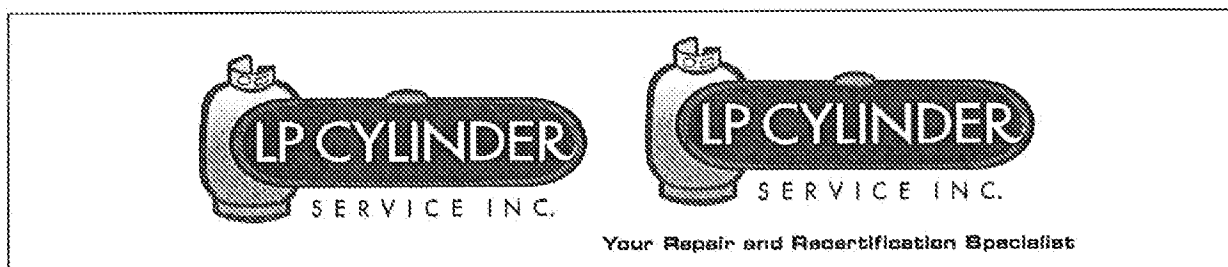
Disclosure Schedule 3(m)(ii): Intellectual Property – Owned

Patents

Patent Number	Owner	Date Acquired	Note
US Design Patent No. 8720738	LP Cylinder Service, Inc. 627 Route 434 Shohola, PA 18458	04/05/2019	Assignment of Rights Attached
US Design Patent No. D609774	LP Cylinder Service, Inc. 627 Route 434 Shohola, PA 18458	04/05/2019	Assignment of Rights Attached

(a) **Unregistered Trademarks, Service Marks, Logos, Slogans, Trade Names, Corporate Names, Or Other Source Identifiers:**

Logos:



Slogans:

“Your Repair and Recertification Specialist”

Corporate Name:

LP Cylinder Service, Inc.

(b) **Internet Domain Names**

Domain Name: LPCYLINDER.COM
Registered Holder: LP Cylinder Service, Inc.
Registry Domain ID: 54026966_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Registry Expiry Date: 2020-01-24T20:09:24Z
Registrar: GoDaddy.com, LLC

(c) **Computer Software**

Proprietary software to track cylinder serial numbers and associate parts installed