

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5646609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EDK INNOVATIONS, LLC	07/11/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KLEIN PARENT, LLC
<b>Street Address:</b>	360 NORTH CRESCENT DRIVE
<b>Internal Address:</b>	SOUTH BUILDING
<b>City:</b>	BEVERLY HILLS
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90210
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14936489
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)856-8201
<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>	
<b>Email:</b>	ip@brownrudnick.com
<b>Correspondent Name:</b>	BROWN RUDNICK LLP
<b>Address Line 1:</b>	ONE FINANCIAL CENTER
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02111
<b>ATTORNEY DOCKET NUMBER:</b>	35629/1
<b>NAME OF SUBMITTER:</b>	ROBERT J. TOSTI
<b>SIGNATURE:</b>	/Robert J. Tosti/
<b>DATE SIGNED:</b>	07/31/2019
<b>Total Attachments: 8</b>	
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**PATENT ASSIGNMENT**

This Patent Assignment Agreement (the "Patent Assignment") is entered into as of July 11, 2019 (the "Effective Date"), between EDK Innovations, LLC, an Ohio limited liability company having an address of 8045 Dawnwood Ave. NE, Canton, Ohio 44721 ("Assignor"), and Klein Parent, LLC, a Delaware limited liability company having an address of 360 North Crescent Drive, South Building, Beverly Hills, California 90210 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the patents and patent applications set forth in **Schedule I** attached to this Patent Assignment (collectively, "Patents"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to such Patents to Assignee, and Assignee desires to receive such right, title and interest in and to such Patents and related Patent Rights as further defined below.

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

1. Recitals. The recitals are true and correct, and for the avoidance of doubt, are incorporated herein by reference.

2. Ownership. Assignor hereby represents and warrants that: (a) Assignor is the sole exclusive owner of the Patents (except with respect to co-ownership of the pending patent application for SECURITY FENCE FOR EQUIPOTENTIAL GROUNDING GRATE for which Assignor has an undivided interest in the patent application and resulting patent), (b) Assignor has the full authority to execute this Patent Assignment, validly assign the Patents to Assignee, and bind Assignor to the Patent Assignment, and (c) Assignor has not executed any other agreement that would conflict with the terms of this Patent Assignment, nor shall Assignor attempt to execute any such agreement in the future.

3. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (collectively, the "Patent Rights"), free and clear of all liens and encumbrances:

(a) the Patents, together with any patent issuing on any such Patents, including any rights of priority in or to any of the foregoing Patents;

(b) each Patent that derives priority from any of the Patents described in clause "(a)" above, including all extensions, renewals, reissues, reexaminations, divisionals, substitutions, provisionals, continuations, continuations-in-part, conversions, prolongations, continued examinations, continued prosecution applications, and domestic and foreign counterparts that

derive priority from any of the Patents described in clause “(a)” above, and each patent issuing on any of the foregoing;

(c) each Patent that is referenced by a terminal disclaimer filed in connection with any of the Patents identified in clause “(a)” or clause “(b)” above (each Patent described in clauses “(a)” through and including “(c)” above, collectively, the “Assigned Patents”);

(d) all subject matter, and each invention, claimed or disclosed in each of the Assigned Patents and all embodiments of such subject matter and inventions (collectively, the “Inventions”);

(e) all rights to apply in any and all jurisdictions anywhere in the world for patents, certificates of inventions, utility models, or other governmental grants with respect to each Assigned Patent and Invention, including the right to apply for Patents pursuant to any convention, treaty, agreement or understanding;

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

(g) 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

(h) 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, 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.

4. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, Canadian Intellectual Property Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. Notwithstanding anything to the contrary in this Patent Assignment, Assignee shall be responsible for preparing and filing all instruments and documents necessary to effect the assignment of the Assigned Patents to Assignee, including all costs and expenses of preparing and recording country-specific assignments and legalization of signatures (where required). Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the date of this Assignment of Patents) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Patent Rights or

otherwise carrying out or facilitating any of the transactions contemplated hereby. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto; provided that, notwithstanding anything to the contrary herein, such obligation of Assignor to cooperate shall expire 36 months following the Effective Date.

5. Termination of Licensing Agreement. The Intellectual Property Licensing Agreement, dated as of September 7, 2016 (the "Licensing Agreement"), by and between Assignor and Equipotential Matting, LLC ("Equipotential") is hereby terminated, and Assignor confirms that Equipotential and its affiliates, successors and assigns are hereby fully released and discharged of any indebtedness, obligations, liabilities, costs and expenses with respect to any obligations under the Licensing Agreement; provided, however, that notwithstanding anything contained in the Licensing Agreement to the contrary, all Licensed Intellectual Property (as defined therein) licensed to Equipotential thereunder, and all Improvements (as defined therein) created by Equipotential thereunder, are assigned to Assignee in accordance with **Section 3** of this Patent Assignment.

6. Counterparts. This Patent 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 Patent 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 Patent Assignment.

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

8. Governing Law. This Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of 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).

9. Severability. If any part or parts of this Patent Assignment shall be held unenforceable for any reason: (a) the remainder of this Patent Assignment shall continue in full force and effect, and (b) by a court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

10. Heading. The section headings are for convenience only and shall not affect the meaning of the provisions of this Patent Assignment.

11. Entire Agreement. This Patent Assignment constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Patent Assignment. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

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

ASSIGNOR:

**EDK INNOVATIONS, LLC**

By: 

Name: Erik Klein

Title: President

ASSIGNEE:

**KLEIN PARENT, LLC**

By: \_\_\_\_\_

Name:

Title:

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

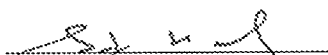
ASSIGNOR:

**EDK INNOVATIONS, LLC**

By: \_\_\_\_\_ Name:  
Title:

ASSIGNEE:

**KLEIN PARENT, LLC**

By:  \_\_\_\_\_  
Name: Suneet K. Agarwal  
Title: Vice President and Secretary

*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 049921 FRAME: 0975**



**SCHEDULE I**

Title	Country	Patent Number	Issue Date	Application Number	Application date	Status	Owner
TIMBER ACCESS MAT WITH GROUNDING	US	9,458,578	10/4/2016	14/936,489	11/9/2015	Issued	EDK INNOVATIONS, LLC
TIMBER ACCESS MAT WITH GROUNDING	US	10,011,959	7/3/2018	15/280,478	9/29/2016	Issued	EDK INNOVATIONS, LLC
ELECTRICALLY-GROUNDED WORK PLATFORM	US	10,106,935	10/23/2018	16/001,610	6/6/2018	Issued	EDK INNOVATIONS, LLC
TIMBER ACCESS MAT WITH GROUNDING	CA	2911751	9/11/2018	2911751	11/9/2015	Issued	EDK INNOVATIONS, LLC
EQUIPOTENTIAL GROUNDING GRATE	US	10,181,681	1/15/2019	16/015,603	6/22/2018	Issued	EDK INNOVATIONS, LLC
EQUIPOTENTIAL GROUNDING GRATE	CA	n/a	n/a	3009245	6/22/2018	Pending	EDK INNOVATIONS, LLC
SECURITY FENCE FOR EQUIPOTENTIAL GROUNDING GRATE	US	n/a	n/a	62/865,751	6/24/2019	Pending	EDK INNOVATIONS, LLC; OHIO GRATINGS
EQUIPOTENTIAL GROUNDING MATS	US	n/a	n/a	62/523,671	6/22/2017	Expired	EDK INNOVATIONS, LLC
EQUIPOTENTIAL GROUNDING MATS	US	n/a	n/a	62/524,366	6/23/2017	Expired	EDK INNOVATIONS, LLC
EQUIPOTENTIAL GROUNDING MATS	US	n/a	n/a	62/566,972	10/2/2017	Expired	EDK INNOVATIONS, LLC

**SCHEDULE I**

TIMBER ACCESS MAT WITH GROUNDING	US	n/a	n/a	62/077,014	11/7/2014	Expired	EDK INNOVATIONS, LLC
TIMBER ACCESS MAT WITH GROUNDING	US	n/a	n/a	62/080,343	11/16/2014	Expired	EDK INNOVATIONS, LLC
TIMBER ACCESS MAT WITH GROUNDING	US	n/a	n/a	62/092,088	12/15/2014	Expired	EDK INNOVATIONS, LLC

**PATENT**

**REEL: 049921 FRAME: 0977**

**RECORDED: 07/31/2019**