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| PATENT ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5656781

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|---|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MERGER AND CHANGE OF NAME |
| EFFECTIVE DATE: | 01/01/2011 |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MASCO CABINETRY MIDDLEFIELD LLC | 03/14/2011 |
| NEWLY MERGED ENTITY DATA | |
| Name | Execution Date |
| MASCO CABINETRY LLC | 03/14/2011 |
| MERGED ENTITY'S NEW NAME (RECEIVING PARTY) | |
| Name: | MASCO CABINETRY LLC |
| Street Address: | 4600 ARROWHEAD DRIVE |
| City: | ANN ARBOR |
| State/Country: | MICHIGAN |
| Postal Code: | 48105 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 29293598 |
| Application Number: | 29293597 |
| Application Number: | 29293601 |
| CORRESPONDENCE DATA | |
| Fax Number: | (248)988-8363 |
| <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> | |
| Email: | docket@cgolaw.com |
| Correspondent Name: | CARLSON, GASKEY & OLDS |
| Address Line 1: | 400 WEST MAPLE ROAD |
| Address Line 2: | SUITE 350 |
| Address Line 4: | BIRMINGHAM, MICHIGAN 48009 |
| ATTORNEY DOCKET NUMBER: | 60137-000 |
| NAME OF SUBMITTER: | KERRIE A. LABA |
| SIGNATURE: | /Kerrie A. Laba/ |

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|---------------------|------------|
| DATE SIGNED: | 08/07/2019 |
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Total Attachments: 5

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made by and between MASCO CABINETRY MIDDLEFIELD LLC, an Ohio limited liability company (the "Seller") and MASCO CABINETRY LLC, a Delaware limited liability company (the "Buyer") to be effective on and as of January 1, 2011 (the "Effective Date").

WHEREAS, Seller is engaged in the manufacture and distribution of cabinets and related products and operates facilities in Sayre, Pennsylvania and West Jordan, Utah (the "Transferred Facilities") among others; and

WHEREAS, Seller wishes to sell, assign, convey and transfer to Buyer and Buyer wishes to purchase, accept and assume as of Effective Date all of Seller's right, title and interest in and to the assets as defined in Section 1.01 below (the "Assets") and the accrued and unpaid obligations, duties and liabilities, known and unknown as defined in Section 1.04 below (the "Liabilities"), under the terms set forth herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

I. PURCHASE AND SALE

1.01 Definition of Assets. The Assets shall mean and include any of the following now owned, acquired, developed, possessed, controlled by or licensed to Seller as of the Effective Date:

- (a) All of Seller's right, title and interest in and to real property, furniture, equipment and fixed assets, prepaid expenses, materials, and inventory and supplies located at or used in the Transferred Facilities;
- (b) All of Seller's contractual rights, claims and rights of action, to the extent assignable, including any proceeds thereof, arising out of the non-compete agreements, confidentiality agreements and other agreements dealing with the non-disclosure of information, non-solicitation of customers and similar matters between Seller and its employees and former employees attributable to the Transferred Facilities;
- (c) All of Seller's contractual rights, claims and rights of action, to the extent assignable, including any proceeds thereof, goodwill and other general intangibles arising out of the operation of the Transferred Facilities;
- (d) All of Seller's right, title and interest in and to cash, prepaid customer deposits, trade and other accounts receivable, finished goods inventories and work-in-process;
- (e) All of Seller's contractual rights, claims and rights of action, to the extent assignable, including any proceeds thereof, goodwill and other general intangibles arising out of agreements with customers, confidentiality agreements and other agreements dealing with the non-disclosure of information, and similar matters between Seller and customers ;
- (f) All of Seller's right, title and interest in and to the following described assets ("Proprietary Information Assets"):

- (i) inventions (whether patentable or not in any country), invention disclosures, improvements, discoveries, trade secrets, proprietary information, technology, know-how, and technical data, as well as any knowledge or proprietary information pertaining to the marketing, advertising, distribution or sale of products or the performance of services;
 - (ii) customer lists, internal analysis and reports of customers and prospective customers, accounts receivable information, business plans, product specifications, internal information and analysis regarding business opportunities, and all documentation related thereto;
 - (iii) U.S., international or foreign patents, design patents, utility models or registered designs or any application therefore and any and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
 - (iv) copyrights together with moral rights, copyright registrations, mask works, mask work registrations, and applications therefore in the U.S. or any foreign country and all other rights corresponding thereto throughout the world;
 - (v) trademarks or trade names, whether registered or unregistered, including all goodwill associated therewith, including any U.S., international or foreign trademark registration or application therefor or renewal thereof;
 - (vi) Any other proprietary right, including information and equipment anywhere in the world similar to those described in this definition, including but not limited to, rights in product displays and computer programs; and
- (g) All of Seller's books and records relating to the Assets and Liabilities.

1.02 Definition of Excluded Assets. The Excluded Assets shall mean and include the following to the extent they are not related to the Assets as reflected on the Seller's books and records as of the Effective Date: real property and improvements, inventory, prepaid expenses, fixed assets, benefit plans, causes of action, claims, demands, set-offs, rights, settlements, judgments and privileges against third parties other than customers, insurance policies and coverages, any deferred tax assets, existing agreements, contracts and commitments of Seller, whether written or unwritten and any other assets of Seller not included within the definition of Assets.

1.03 Transfer of Assets. Subject to the terms and conditions of this Agreement, on the Effective Date, Seller shall sell, assign, transfer, convey and deliver all of the Assets to Buyer.

1.04 Definition of Liabilities. The Liabilities shall mean and include the following liabilities to the extent they are related to the Assets, whether or not reflected on the Seller's books and records as of the Effective Date:

- (a) With respect to the Transferred Facilities: trade and other accounts payable, accrued salaries and employee benefits, accrued payroll, property and other taxes, other accrued liabilities and deferred liabilities and such duties, obligations or liabilities, known and unknown, that have arisen or may arise out of the use and operation of the Transferred Facilities; and

- (b) All duties, obligations or liabilities, known and unknown, that have arisen or may arise out of the use and operation of the Assets, including without limitation warranty and product claims and commitments under customer programs.

1.05 Definition of Excluded Liabilities. Buyer is not assuming or agreeing to pay or perform any debts, liabilities, contracts, commitments or obligations of Seller whatsoever, other than the liabilities assumed pursuant to Section 1.04 hereof. Without limiting the foregoing, the Liabilities transferred pursuant to this Agreement shall not include

- (a) trade accounts payable, accrued liabilities, and deferred income tax on the book and records of Seller on the Effective Date other than those attributable to the Assets ;
- (b) any contingent or undisclosed liabilities not recorded on the books and records of Seller as of the Effective Date other than those attributable to the Assets; and
- (c) liabilities arising out of or in any manner incident, relating or attributable to (i) any sales, income or other taxes or any other liabilities or expenses of Seller, including without limitation those arising out of this transaction, or the transfer of the Assets by Seller hereunder, (ii) violations of law, tort, breach of contract or infringement other than those attributable to the Assets, (iii) any obligations or liabilities relating to retained materials, inventory and work-in-process, (iv) accrued salaries, bonuses or vacations or accrued profit sharing or any severance pay for personnel not engaged at the Transferred Facilities; or (v) any Excluded Assets, and, in each case with respect to the preceding clauses (i) -- (v), regardless of whether any such debt, liability, contract, commitment or obligation accrued prior to, on or after the Effective Date. All such debts, liabilities, contracts, commitments and obligations of Seller are referred to herein as the "Excluded Liabilities."

1.06 Assignment and Assumption. At the Effective Date, Seller shall assign and Buyer shall assume all of the Liabilities pursuant to the terms and conditions set forth herein.

1.07 Acceptance and Assumption. Subject to the terms and conditions of this Agreement, on the Effective Date, Buyer shall:

- (a) Receive and accept all of the Assets assigned, transferred, conveyed and delivered to Buyer by Seller pursuant to this Agreement;
- (b) Assume and faithfully honor and fully and timely pay, perform and discharge all of the Liabilities; and
- (c) Assume and faithfully honor and fully and timely pay, perform and discharge all liabilities under Seller's warranty and repair obligations.

1.08 No Breach. This Agreement shall not constitute an agreement to assign any contract, license, lease, commitment, sales order or purchase order if an assignment or attempted assignment of the same without the consent of the other party thereto would constitute a breach thereof or in any way impair the rights of Buyer there under. If such consent is not obtained, or if an attempted assignment would be ineffective or would impair Buyer's rights there under so that Buyer would not, in fact, receive all such rights, Buyer shall act as the agent of Seller in order to obtain for Buyer the benefits thereunder.

II. PURCHASE PRICE

2.01 Consideration. In consideration of the transactions contemplated by this Agreement, Buyer shall pay to Seller an amount equal to the net book value of the Assets and Liabilities on the Effective Date.

III. COVENANTS OF SELLER

3.01 Further Assurances. The Seller shall execute and deliver, from time to time upon the Buyer's request and without further consideration, cost or expense to the Buyer, such other instruments of conveyance and shall transfer and take such other action as the Buyer may reasonably request to effectuate the foregoing transaction.

3.02 Power of Attorney. The Seller hereby constitutes and appoints the Buyer, its successors and assigns as its true and lawful attorney-in-fact, with full power of substitution, in its name and stead, but on behalf of and for the benefit of the Buyer, its successors and assigns, to (i) endorse checks or other instruments tendered in payment of the current trade receivables which are a part of the Assets transferred hereby, (ii) demand and receive any and all of the Assets transferred hereby, (iii) give receipts and releases for and in connection therewith, and any part thereof, (iv) from time to time institute and prosecute in its name or otherwise, any and all proceedings which the Seller may deem proper for the collection or reduction to possession of any of the Assets transferred hereby, or for the collection and enforcement of any claim or any right conveyed, assigned or transferred as a part of such Assets, and (v) do all acts and things in relation to any of the foregoing powers which the Buyer shall deem desirable, the Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by the Seller in any manner or for any reason whatsoever.

IV. INDEMNIFICATION

4.01 Indemnification by Seller. Without limiting any other rights or remedies available to Buyer, Seller shall indemnify, defend and hold harmless Buyer, Buyer's subsidiaries and other affiliates and the respective officers, directors, employees, attorneys, agents and stockholders of the foregoing (the "Buyer Indemnified Parties") from, against and with respect to any claim, liability, obligation, loss, damage, assessment, judgment, settlement, cost and expense, including costs attributable to the loss of the use of funds to the date on which the indemnification payment is made hereunder, reasonable attorneys' and accountants' fees, and costs and expenses reasonably incurred in investigating, preparing, defending against or prosecuting any litigation or claim, action, suit, proceeding or demand (individually, a "Loss" and collectively, "Losses"), of any kind or character (and without giving effect to any tax benefit to the indemnified party), arising out of or in any manner incident, relating or attributable to (a) any material failure by Seller to perform or observe, or to have performed or observed, in full, any covenant or agreement to be performed under this Agreement or under any certificates or other documents or agreements executed in connection with this Agreement, (b) the enforcement of Buyer's rights under this Agreement, (c) the Excluded Liabilities, (d) all federal, state, local and foreign tax liability, including any related penalties, interest charges and fees, of Seller related to any tax period prior to the Effective Date, or (e) any earned or accrued unpaid compensation or benefits of any nature of Seller's employees.

V. GENERAL

5.02 Governing Law. This Agreement, its construction and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any

