

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5662159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
RI, INC. D/B/A SEATING SOLUTIONS, INC.	08/09/2019

RECEIVING PARTY DATA

Name:	INPRODUCTION HOLDING CORP.
Street Address:	1505 FRONTENAC ROAD
City:	NAPERVILLE
State/Country:	ILLINOIS
Postal Code:	60563

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	6484450
Application Number:	62785573

CORRESPONDENCE DATA**Fax Number:**

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: 212-728-8000
Email: ipdept@willkie.com
Correspondent Name: ANDREA DE VOS
Address Line 1: 787 7TH AVE
Address Line 4: NEW YORK, NEW YORK 10019

NAME OF SUBMITTER:	ANDREA DE VOS
SIGNATURE:	/Andrea de Vos/
DATE SIGNED:	08/09/2019

Total Attachments: 5

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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment Agreement") is made and entered into as of August 9, 2019 (the "Effective Date") by and between RI Inc. d/b/a Seating Solutions, Inc., a New York corporation (the "Assignor"), and InProduction Holding Corp., a Delaware corporation (the "Assignee") (the Assignee and the Assignor are collectively referred to as the "Parties").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the patents set forth on Schedule A attached hereto, including the inventions described and claimed in such patents (the "Inventions"), including divisionals, continuations-in-part, provisionals, reissues, reexaminations or interferences thereof (the "Patents").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 9, 2019 by and between the Assignee and the Assignor, among others (the "Purchase Agreement"), pursuant to which, among other things, the Assignor agreed to assign, sell, convey, and transfer, and desires to assign, sell, convey, and transfer all of the Assignor's right, title, and interest in and to the Patents to the Assignee, and the Assignee desires to receive all right, title, and interest in and to the Patents;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Patent Assignment Agreement that are not defined in the body of this Patent Assignment Agreement have the meanings given to them in the Purchase Agreement.

2. Assignment. The Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors and assigns, and Assignee purchases and accepts from Assignor, all of Assignor's right, title, and interest in and to (a) the Patents and any inventions and discoveries derived therefrom, (b) 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 (c) 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. The Assignor further consents to recordation of this Patent Assignment Agreement by the Assignee, including with the United States Patent and Trademark Office or similar foreign offices.

3. Further Assurances. The Assignor agrees to execute, at any time and from time to time upon the request and expense of the Assignee, such additional documents as the Assignee reasonably requests to register and otherwise give full effect to the rights of the Assignee under this Patent Assignment Agreement in and to the Patents or for any inventions and discoveries derived therefrom, including all documents necessary to record in the name of the Assignee the assignment of the Patents with the United States Patent and Trademark Office or similar foreign

offices, and including without limitation: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.

4. Governing Law. This Patent Assignment Agreement shall be governed by and be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Patent Assignment Agreement shall supersede any of the obligations, agreements, covenants, or representations and warranties of the Assignor or the Assignee contained in the Purchase Agreement, and this Patent Assignment Agreement is made and accepted subject to all the terms, conditions, representations and warranties set forth in the Purchase Agreement, all of which survive execution and delivery of this Patent Assignment Agreement as set forth in the Purchase Agreement. In the event of any conflict between the terms of this Patent Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

6. No Modifications. This Patent Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

7. Successors and Assigns. This Patent Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.


8. Counterparts. This Patent Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument. This Patent Assignment Agreement may be executed by facsimile, photo, or electronic signature and such facsimile, photo, or electronic signature shall constitute an original for all purposes.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

ASSIGNOR:

RI INC. D/B/A SEATING SOLUTIONS, INC.

By: 
Name: LISA SUPINA
Title: President

ASSIGNEE:

INPRODUCTION Holding Corp.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment Agreement as of the date first written above.

ASSIGNOR:

RI INC. D/B/A SEATING SOLUTIONS, INC.

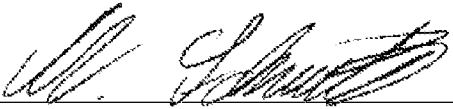
By: _____

Name:

Title:

ASSIGNEE:

INPRODUCTION HOLDING CORP.

By:  _____

Name: Marcel Schmitt

Title: Vice President

SCHEDULE A

PATENTS

Patent/Application No.	Title	Filing Date
6,484,450	Demountable Indoor/Outdoor Seating System Components	Nov. 9, 2000
62/785,573 (Patent Pending)	Quick-Assemble Construction System and Freestanding Seating System Utilizing Same (MS3)	Dec. 27, 2018