

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5701619

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	MERGER	
EFFECTIVE DATE:	07/01/2018	
CONVEYING PARTY DATA		
	Name	Execution Date
	MARTEK LIMITED, LLC	08/30/2019
RECEIVING PARTY DATA		
Name:	CBS ARCSAFE, INC.	
Street Address:	2616 SIRIUS ROAD	
City:	DENTON	
State/Country:	TEXAS	
Postal Code:	76206	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	7623011	
Patent Number:	8456259	
Patent Number:	9117597	
Patent Number:	9520248	
Patent Number:	9666384	
Patent Number:	9728942	
Patent Number:	9829017	
Patent Number:	D730844	
Application Number:	13848179	
Application Number:	14988126	
Application Number:	15270137	
CORRESPONDENCE DATA		
Fax Number:	(202)672-5399	
<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:	202-672-5300	
Email:	IPDocketing@foley.com, abuckmaster@foley.com	
Correspondent Name:	FOLEY & LARDNER LLP (TERRELL R. MILLER)	
Address Line 1:	3000 K STREET N.W.	
Address Line 2:	SUITE 600	

PATENT

Address Line 4: WASHINGTON, D.C. 20007-5109	
ATTORNEY DOCKET NUMBER:	645793-1025-1034 & 4000
NAME OF SUBMITTER:	ANNE L. BUCKMASTER
SIGNATURE:	/Anne L. Buckmaster/
DATE SIGNED:	09/04/2019
Total Attachments: 7 source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page1.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page2.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page3.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page4.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page5.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page6.tif source=645793-1025-1034_&_4000-IP_Assign_Agmt_to_CBS_Arcsafe_Inc.-Patents#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of August 30, 2019, is entered into by and between Martek Limited, LLC, a Texas limited liability company (“**Assignor**”), and CBS ArcSafe, Inc, a Texas corporation (“**Assignee**”).

BACKGROUND

Pursuant to that certain Merger Agreement, dated July 1, 2018, by and between Assignor and Assignee (the “**Merger Agreement**”), Assignor agreed to convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the Intellectual Property Rights (as defined in the Merger Agreement), including but not limited to the intellectual property set forth on Schedule 1 attached hereto (collectively the “**Acquired Intellectual Property**”), with such conveyance effective as of July 1, 2018.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

PATENTS AND PATENT APPLICATIONS

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Merger Agreement, all right, title and interest, in and to those patents and patent applications (including reissues, provisionals, divisions, continuations, continuations-in-part, reexaminations and extensions thereof (U.S. and foreign)) included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, together with the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee’s sole name.

TRADEMARKS, SERVICE MARKS AND DOMAIN NAMES

2. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Merger Agreement, all right, title and interest in and to those domain names, trade names, trademarks, service marks, logos and trade dress (including any unregistered common law names or marks, issued registrations or pending applications (U.S. and foreign) for such domain names, trade names, trademarks, service marks, logos and trade dress, applications therefor, and all renewals, modifications and extensions thereof) together with the goodwill connected with the use of and symbolized by such domain names, trade names, trademarks, service marks, and trade dress, which are included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, together with the goodwill of the business that is symbolized by

such trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

COPYRIGHTS

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Merger Agreement, all right, title and interest in and to all copyrights, whether or not registered or registrable, for any works of authorship, expressions, or designs, used in the Business (as defined in the Merger Agreement) and included in the Acquired Intellectual Property, together with the renewal rights therein, the right to obtain registrations in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

TRADE SECRETS

4. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Merger Agreement, all right, title and interest in and to all trade secrets, formulations, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, software, technical data, databases, discoveries, works of authorship, designs, technology, rights in research and development, inventions for which patents have not been issued or applied, modifications, extensions, improvements and other confidential or proprietary information, in each case that relate to the Business (as defined in the Merger Agreement) or which are included in the Acquired Intellectual Property, together with the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

FURTHER UNDERTAKINGS

5. Each party hereto shall, from time to time, but without further consideration, cooperate with the other party in any reasonable action requested of such party in order to effectuate, carry out or fulfill such parties' intent and/or the obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office; it being understood that no party hereto, nor any of its respective Affiliates, shall be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any Third Party in connection with this Section 5.

GENERAL

6. Entire Agreement. This IP Assignment is subject to all of the representations, warranties, covenants and indemnities relating to the Acquired Intellectual Property set forth in the Merger Agreement, all of which are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this IP Assignment and the terms of the Merger Agreement, the terms of the Merger Agreement shall prevail.

7. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Any Proceeding arising out of or related to this IP Assignment shall be instituted exclusively in the federal and state courts located in Dallas County, Texas. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such Proceeding.

8. Counterparts. This IP Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

[Remainder of this page was intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has hereunto caused this IP Assignment to be duly executed as of the date first above written.

ASSIGNOR:

MARTEK LIMITED, LLC

By: *Ashley McWhorter*

Name: Ashley McWhorter

Title: President

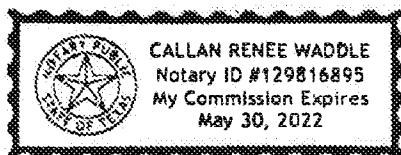
NOTARY

THE STATE OF TEXAS)

COUNTY OF Denton)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared *Ashley McWhorter* of MARTEK LIMITED, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of September, 2019.



Callan Waddle
Name:

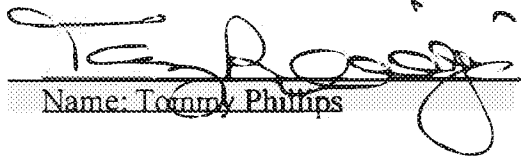
Notary Public, State of Texas

My Commission Expires: May 30, 2022

[Signature page to IP Assignment Agreement]

ASSIGNEE:

CBS ARCSAFE, INC.

By: 
Name: Tommy Phillips

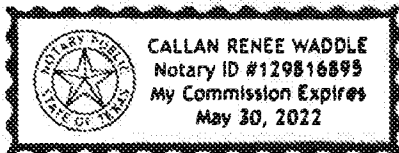
Title: President

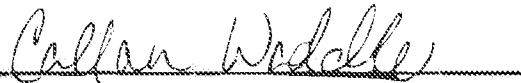
NOTARY

THE STATE OF TEXAS)
COUNTY OF Denton)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Tommy Phillips of CBS ARCSAFE, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3rd day of September, 2019.




Name:

Notary Public, State of Texas

My Commission Expires: May 30, 2022

[Signature page to IP Assignment Agreement]

SCHEDULE 1

Patents and Patent Applications

Title	Patent No. / Pub. App. No.	Issue Date / Pub. App. Date	App. No.	Filing Date
DEVICE FOR REMOTELY OPERATING A CIRCUIT BREAKER APPARATUS AND ASSOCIATED ASSEMBLY AND METHOD	7,623,011	11/24/2009	11/249,049	10/12/2005
PORTABLE ACTUATOR	8,456,259	06/04/2013	13/182,692	07/14/2011
SELF-ALIGNING PORTABLE ACTUATOR FOR REMOTELY OPERATING A POWER CIRCUIT BREAKER	9,117,597	08/25/2015	14/101,636	12/10/2013
PORTABLE RACKING DEVICE WITH FIXED ANTI-TORQUE TANG FOR DRAWOUT POWER CIRCUIT BREAKERS	9,520,248	12/13/2016	13/850,446	03/26/2013
PORTABLE ACTUATOR DEVICE AND SYSTEM FOR REMOTELY OPERATING ELECTRICAL DISCONNECT SWITCHES	9,666,384	05/30/2017	15/392,294	12/28/2016
PORTABLE RACKING DEVICE FOR DRAW-OUT POWER CIRCUIT BREAKERS	9,728,942	08/08/2017	14/790,265	07/02/2015
MOUNTING DEVICE FOR TEMPORARILY AFFIXING AN AUXILLARY DEVICE TO A MOTOR CONTROL CENTER	9,829,017	11/28/2017	15/254,043	09/01/2016

Title	Patent No. / Pub. App. No.	Issue Date / Pub. App. Date	App. No.	Filing Date
ACTUATOR FOR PL CIRCUIT BREAKER	D730,844	06/02/2015	29/466,335	09/06/2013
PORTABLE RACKING DEVICE WITH SLIDING ANTI-TORQUE TANG FOR DRAWOUT POWER CIRCUIT BREAKERS	US 2013- 0258103 A1	10/03/2013	13/848,179	03/21/2013
REMOTE ACTUATOR MOUNTING BRACKET TO PREVENT INADVERTENT BREAKER OPERATION	US 2016- 0211102 A1	07/21/2016	14/988,126	01/05/2016
PORTABLE RACKING SYSTEM AND DEVICE FOR DRAWOUT POWER CIRCUIT BREAKERS	US 2017- 0141550 A1	05/18/2017	15/270,137	09/20/2016

Trademarks, Service Marks and Domain Names

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
MARTEK LTD.	5381563	01/16/2018	87/095559	07/07/2016
CHICKEN SWITCH	3818010	07/13/2010	77/884605	12/02/2009
LONG ARM	5387550	01/23/2018	87/095576	07/07/2016
RAKTEK	4596479	09/02/2014	86/169236	01/17/2014