

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NOAH THOMAS STEEN	07/17/2019
KELSEY DAVID GILMORE	07/17/2019
JEROMY ELWOOD HIGGINS	07/17/2019
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<b>Name:</b>	APEX BRANDS, INC.
<b>Street Address:</b>	1000 LUFKIN ROAD
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<b>Postal Code:</b>	27539
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	29698486
<b>CORRESPONDENCE DATA</b>	
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<b>ATTORNEY DOCKET NUMBER:</b>	2717745/0000185
<b>NAME OF SUBMITTER:</b>	CHAD L. THORSON
<b>SIGNATURE:</b>	/CHAD L. THORSON, REG. NO. 55675/
<b>DATE SIGNED:</b>	09/16/2019
<b>Total Attachments: 6</b>	
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## ASSIGNMENT & DECLARATION

WHEREAS, the undersigned inventor(s) (hereinafter singly and collectively, "ASSIGNOR") of the addresses indicated below, have invented subject matter disclosed and/or claimed in the patent or design application(s) entitled **WRENCH**, which may be filed on even date herewith or identified in the table below. If the following lines are blank, the above application was filed on even date herewith, otherwise, to comply with the legal requirements of some countries for recordation of this assignment (e.g., 37 C.F.R. § 3.21), ASSIGNOR and ASSIGNEE hereby authorize insertion of the following application number, filing date, and priority claim after they become known and prior to recordation of this assignment:

Country	Application No.	Filing Date	Which claims priority to (application no. and filing date of application to which priority is claimed):

and

WHEREAS, APEX BRANDS, INC. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Delaware, having a principal place of business and mailing address at 1000 Lufkin Road, Apex, North Carolina 27539, USA, is desirous of memorializing its interest in the invented subject matter and the patent or design application(s);

NOW, THEREFORE, the undersigned ASSIGNOR hereby confirms that ASSIGNOR is a full time employee, part time employee, past employee, or a contractor of a company associated with Apex Brands, Inc., and therefore is under an obligation to assign to Apex Brands, Inc. any inventions developed within the scope of ASSIGNOR's engagement with Apex Brands, Inc. or its affiliates. ASSIGNOR hereby further confirms that ASSIGNOR developed the subject matter of the inventions within the scope of ASSIGNOR's duties to and at the expense of a company associated with Apex Brands, Inc., and thereby ASSIGNOR recognizes that the ASSIGNEE owns the inventions as described in the aforesaid application. Nonetheless to comport with Patent Office procedures, ASSIGNOR memorializes that relationship in the form of this assignment; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right to the inventions, as described in the aforesaid application(s), including patent, design, copyright and any other intellectual property rights, any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, foreign, PCT, national stage, or other patent application or like document, and any other application which claims priority to said application, including the rights to sue for all past and future causes of action related to said inventions, in all countries, together with the right to claim priority under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements, and hereby authorizes and requests the Patent

Offices around the world to issue all Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR also agrees to and does hereby grant, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, without further remuneration, a like interest in and to any improvements, related new matter, and derivative works, and applications based thereon, growing out of or relating to the inventions; and to provide all reasonable assistance and execute any papers, if accurate, desired by ASSIGNEE, its successors, assigns and legal representatives, to preserve, acquire and/or perfect ASSIGNEE's full protection and title in and to the inventions, any improvements, and any aforementioned patent applications.

ASSIGNOR and ASSIGNEE further agree that, if any court of competent jurisdiction determines that any portion of this Assignment is invalid or unenforceable, the remainder of the Assignment shall not thereby be affected and shall be given full effect by the court, without regard to the invalid or unenforceable portion(s).

FURTHERMORE, each undersigned ASSIGNOR hereby individually declares that:

(i) the above-identified application(s) were made or authorized to be made by me;

(ii) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application;

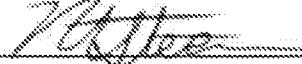
(iii) I acknowledge the duty to disclose to the U.S. Patent Office all information known to be material to patentability; and

(iv) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five years, or both.

*Signatures appear on the following page(s)*

EXECUTED below by ASSIGNOR:

Inventor Name: Noah Thomas Steen

Signature: 

Residence & mailing address: 145 Tody Goodwin Rd., Apex, NC 27502 US

Citizenship: US

Date: 7-17-19

EXECUTED below by ASSIGNOR:

Inventor Name: Kelsey David Gilmore

Signature: 

Residence & mailing address: 1522 Old Bramble Lane, Fuquay-Varina, NC 27526 US

Citizenship: US

Date: 7-17-17

EXECUTED below by ASSIGNOR:

Inventor Name: Jeremy Elwood Higgins

Signature: 

Residence & mailing address: 212 Victory Falls Drive, Apex, NC 27539 US

Citizenship: US

Date: 7/17/19

**EXECUTED** below by ASSIGNEE:

Name & Title: Christopher W. McAvoy, President & Chief IP Counsel

Signature: *Christopher W. McAvoy*

Date: September 12, 2019