

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5783678

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LORAN BALVANZ	07/24/2019
RECEIVING PARTY DATA		
Name:	NATT USA ACQUIRECO LLC	
Street Address:	4415 85TH AVENUE WEST	
City:	ROCK ISLAND	
State/Country:	ILLINOIS	
Postal Code:	61201	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	6131838	
Patent Number:	9090041	
Application Number:	14708945	
Patent Number:	10314221	
Application Number:	15200237	
Patent Number:	6142400	
CORRESPONDENCE DATA		
Fax Number:	(312)346-8434	
<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:	312.476.7558	
Email:	mefdocket@lplegal.com	
Correspondent Name:	MARC E. FINEMAN	
Address Line 1:	2 N. LASALLE STREET	
Address Line 2:	SUITE 1300	
Address Line 4:	CHICAGO, ILLINOIS 60602	
ATTORNEY DOCKET NUMBER:	33173-116274	
NAME OF SUBMITTER:	MARC E. FINEMAN	
SIGNATURE:	/Marc E. Fineman/	
DATE SIGNED:	10/23/2019	

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of the 24th day of July, 2019 (the "Effective Date") and is by and between LORAN BALVANZ, a United State citizen with address c/o U S Manufacturing, Inc., 1707 21st Street, Eldora, Iowa 50627 ("Assignor"), and NATT USA ACQUIRECO LLC, an Iowa limited liability company with address at 4415 85th Avenue West, Rock Island, Illinois 61201 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

A. Assignor and/or its affiliates, on the one hand, and Assignee, on the other hand, are parties to that certain Asset Purchase Agreement dated as of July 24, 2019 (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor and/or Assignor's affiliates agreed to sell, transfer, convey and deliver, and/or agreed to cause Assignor's affiliates to sell, transfer, convey and deliver, all right, title and interest in and to certain Assets of Assignor and/or Assignor's affiliates, including certain intellectual property and intangible assets of Assignor and/or Assignor's affiliates, which relate to, or are used or held for use in connection with, the Business and which comprise Purchased Assets, as more fully described in the Purchase Agreement (collectively, the "Intellectual Property Rights"), on the terms and subject to the conditions set forth in the Purchase Agreement.

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the sale, conveyance, assignment, transfer and delivery to Assignee of the Intellectual Property Rights and recording the same with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for the sum of U.S. Ten Dollars (\$10.00) and the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. To the extent Assignor owns such right, title and/or interest, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee has purchased and acquired from Assignor, and hereby purchases and acquires from Assignor, all right, title and interest in, to and under the Intellectual Property Rights, including without limitation: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, industrial design applications, industrial design registrations and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including without limitation those identified on Exhibit A attached hereto; (b) all registered and unregistered trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, URLs, email addresses, and rights in telephone and fax numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Exhibit A attached hereto; (c) all works of authorship, copyrightable works, all copyrights (registered or unregistered), and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Exhibit A attached hereto; (d) all trade secrets and confidential information; (e) all ideas, concepts, technology, discoveries, research and development, know-how, recipes, formulae, formulations, compositions, manufacturing and production processes and techniques, processes, methods of doing business, research and development information, software and software development methodologies, technical data, designs, drawings, specifications, rights in molds, website content, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals; (f) all applications and registrations for the foregoing, including the right to apply

therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force, including without limitation those identified on Exhibit A attached hereto; and, (g) all claims, causes of action and damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue and collect damages therefor); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the foregoing, Assignor hereby irrevocably waives those rights as to Assignee, and Assignee's licensees, successors and assigns.

2. Cooperation. Assignor shall, at Assignor's expense, undertake to do or cease to do all such acts as Assignee may reasonably direct, and to execute, or cause its employees, agents, contractors and affiliates to execute, all such documents as Assignee deems reasonably necessary or helpful, to evidence, effect, vest and/or perfect in Assignee, and to assure further the rights, title and interest of Assignee, in and to the Intellectual Property Rights.

3. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and permitted assigns.

4. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

5. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the Purchase Agreement.

[Remainder of page intentionally left blank; signature page follows]

[Signature page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.

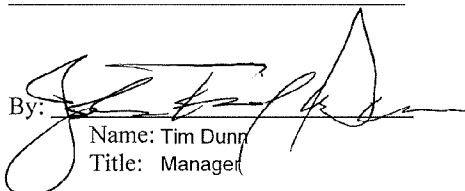
ASSIGNOR:

By: _____

Name:

Title:

ASSIGNEE:

By:  _____

Name: Tim Dunn

Title: Manager

#00024

[Signature page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first above written.

ASSIGNOR:

ASSIGNEE:

By: 

Name: Loran Balvanz
Title: President

By: _____

Name:
Title:

#00042

EXHIBIT A

Title	Jurisdiction	Patent Number / Application Number	Filing Date / Issue Date
Saddle-Back Hammer Tip	USPTO/ United States	Patent # 6,131,838 Application # 09/326,209	Filing Date 06/04/1999 Issue Date 10/17/2000
Caden Edge Welding Process	USPTO/ United States	Patent # 9,090,041 Application # 13/625,055	Filing Date 09/23/2011 Issue Date 07/28/2015
Production Plus Hammer Tip	USPTO/ United States	Application # 14/708,945	Filing Date 05/11/2014
Vertical Tillage Tool	USPTO/ United States	Patent # 10314221 Application # 15/354,590	Filing Date 11/17/2016 Issue Date 06/11/2019
Deep Ripper with Quick Attach Wings	USPTO/ United States	Application # 15/200,237	Filing Date 07/01/2016
Millinium Rotor Assembly	USPTO/ United States	Patent #6142400 Application #09126164	Filing Date 07/30/1998 Issue Date 11/07/2000
Caden Edge Welding Process	Canada	Application #CA2865178	Filing Date 09/25/2014