

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5790151

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
FREDERICK B. TAYLOR		05/23/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	OTR WHEEL ENGINEERING, INC.	
<b>Street Address:</b>	6 RIVERSIDE INDUSTRIAL PARK	
<b>City:</b>	ROME	
<b>State/Country:</b>	GEORGIA	
<b>Postal Code:</b>	30161	
<b>PROPERTY NUMBERS Total: 17</b>		
<b>Property Type</b>	<b>Number</b>	
Patent Number:	10046598	
Patent Number:	D780104	
Patent Number:	D796427	
Patent Number:	9919554	
Application Number:	15925488	
Patent Number:	D801253	
Patent Number:	D812539	
Patent Number:	D795776	
Patent Number:	D800045	
Patent Number:	D808882	
Patent Number:	D808879	
Patent Number:	D803130	
Patent Number:	D840919	
Application Number:	15473775	
Application Number:	29645638	
Application Number:	62746800	
Application Number:	62829692	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(509)323-8979	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>		
<b>PATENT</b>		

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 509-324-9256  
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<b>ATTORNEY DOCKET NUMBER:</b>	O065-0001MI
<b>NAME OF SUBMITTER:</b>	CYNTHIA M. CONWAY
<b>SIGNATURE:</b>	/Cynthia M. Conway/
<b>DATE SIGNED:</b>	10/28/2019

**Total Attachments: 6**  
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## PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**") is entered into to be effective as of May 24, 2019 by and between (i) Frederick B. Taylor ("**Seller**"), an individual, and (ii) OTR Wheel Engineering, Inc. ("**Buyer**"), a Georgia corporation.

WHEREAS, under the terms of that certain Intellectual Property Agreement of even date herewith (the "**IP Agreement**"), Seller has conveyed, transferred, and assigned to Buyer certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer.

3. Terms of the IP Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the IP Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the

IP Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the IP Agreement and the terms hereof, the terms of the IP Agreement shall govern.

4. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has duly executed and delivered this Patent Assignment as of the date first above written.

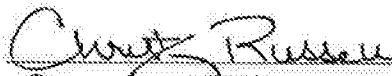
SELLER:

  
FREDERICK B. TAYLOR

WITNESS #1:

Signature:   
Print Name: Mary Dell Taylor  
Date: May 23, 2019  
Address: 111 Sequoia Dr SE, Rome, GA 30161

WITNESS #2:

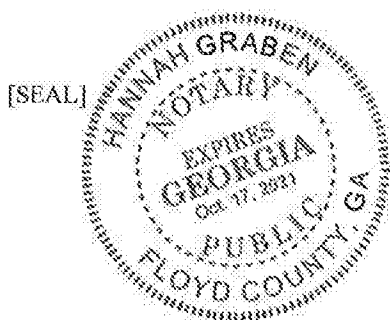
Signature:   
Print Name: Christy Russell  
Date: May 23, 2019  
Address: 463 Armuchee Tr. Rome, GA 30165

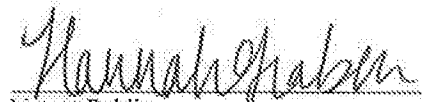
STATE OF GA §  
COUNTY OF Floyd §  
§

On May 23, 2019, before me, Hannah Graben, Notary Public, personally appeared Frederick B. Taylor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of GA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



  
Notary Public

AGREED TO AND ACCEPTED:

BUYER:


OTR WHEEL ENGINEERING, INC.

By: 

Name: Frederick B. Taylor

Title: President

WITNESS #1:

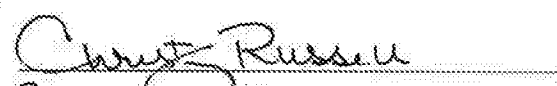
Signature: 

Print Name: Mary Dell Taylor

Date: May 23, 2019

Address: 111 Sequoia Dr SE, Rome, GA 30161

WITNESS #2:

Signature: 

Print Name: Christy Russell

Date: May 23, 2019

Address: 463 Armuchee Tr. Rome GA 30165

STATE OF GA

COUNTY OF Floyd

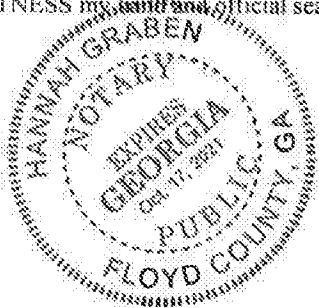
§  
§  
§

On May 23, 2019, before me, Hannah Graben Notary Public, personally appeared Frederick B. Taylor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of GA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[SEAL]



  
Notary Public

## SCHEDULE 1

### ASSIGNED PATENTS AND PATENT APPLICATIONS

	<u>Title</u>	<u>Appln/Patent No.</u>	<u>Filing/ Issued Date</u>	
<b>1(a). US Patents and Pending Applications</b>				
	WHEEL RIM	10,046,598	14-Aug-18	
	TIRE TREAD (Turf Touch)	D780,104	28-Feb-17	
	TIRE TREAD (Tomahawk)	D796,427	5-Sep-17	
	HYBRID WHEEL	9,919,554	20-Mar-18	
	HYBRID WHEEL-continuation	15/925,488	19-Mar-18	
	HYBRID WHEEL INSERT	D801,253	31-Oct-17	
	HYBRID WHEEL INSERT	D812-539	13-Mar-18	
	HYBRID WHEEL INSERT	D795,776	29-Aug-17	
	HYBRID WHEEL INSERT	D800,045	17-Oct-17	
	HYBRID WHEEL INSERT	D808,882	30-Jan-18	
	HYBRID WHEEL INSERT	D808,879	30-Jan-18	
	HYBRID WHEEL INSERT	D803,130	21-Nov-17	
	TIRE TREAD	D840,919	9-Mar-17	
	SEMI-PNEUMATIC TIRE	15/473,775	30-Mar-17	
	TIRE TREAD (Trail Warrior)	29/645,638	27-Apr-18	
	WHEEL ASSEMBLY WITH OPPOSED REMOVABLE (Airless Tire Wheel)	62/746,800	17-Oct-18	
	BOLT TOGETHER WHEEL WITH DEFLATION SYSTEM	62/829,692	5-Apr-19	
<b>1(b). Foreign Patents and Pending Applications</b>				
	TIRE TREAD (TURF TOUCH)	CA 162968	23-Aug-16	
	TIRE TREAD (TURF	MX 52094	23-Feb-18	

	TOUCH)			
	HYBRID WHEEL INSERT	CA 170027	31-Jul-17	
	HYBRID WHEEL INSERT	CN 201630413487.6	23-Aug-16	
	HYBRID WHEEL INSERT	EU 003348986- 0001	22-Aug-16	