

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5836485

|   |  |                       |
|---|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                               |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                                   |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |
|   | <b>Name</b>                                  | <b>Execution Date</b> |
|   | TB CONCEPT INC.                              | 04/23/2018            |
| <b>RECEIVING PARTY DATA</b>   |  |                       |
| <b>Name:</b>  | ARMACELL ENTERPRISE GMBH & CO. KG            |                       |
| <b>Street Address:</b>  | ROBERT-BOSCH-STRASSE 10                      |                       |
| <b>City:</b>  | MÜNSTER                                      |                       |
| <b>State/Country:</b>   | GERMANY                                      |                       |
| <b>Postal Code:</b>   | 48153  |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |
|   | <b>Property Type</b>                         | <b>Number</b>         |
|   | Patent Number:                               | D802103               |
| <b>CORRESPONDENCE DATA</b>  |  |                       |
| <b>Fax Number:</b>  | (312)876-7934                                |                       |
| <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> |  |                       |
| <b>Phone:</b>   | 3128767925                                   |                       |
| <b>Email:</b>   | mabip@dentons.com, ipt.docketchi@dentons.com |                       |
| <b>Correspondent Name:</b>  | DENTONS US LLP                               |                       |
| <b>Address Line 1:</b>  | P.O. BOX 061080                              |                       |
| <b>Address Line 4:</b>  | CHICAGO, ILLINOIS 60606-1080                 |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 15803819-000001                              |                       |
| <b>NAME OF SUBMITTER:</b>   | MONET NOEL                                   |                       |
| <b>SIGNATURE:</b>   | /Monet Noel/                                 |                       |
| <b>DATE SIGNED:</b>   | 11/25/2019                                   |                       |
| <b>Total Attachments: 9</b>   |  |                       |
| source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page1.tif  |  |                       |
| source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page2.tif  |  |                       |
| source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page3.tif  |  |                       |
| source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page4.tif  |  |                       |
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source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page9.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of the 23<sup>rd</sup> of April, 2018 (the "**Effective Date**") by TB Concept Inc., a corporation existing under the laws of Canada ("**Assignor**"), in favour of Armacell Enterprise GmbH & Co. KG, a corporation incorporated under the laws of Luxembourg ("**Assignee**").

WHEREAS Assignor is the owner of the trademarks and corresponding trademark registrations and applications listed in Schedule "A" hereto (the "**Trademarks**"); the patents listed in Schedule "B" hereto (the "**Patents**"); the copyright, industrial design registrations and design patents listed in Schedule "C" hereto (the "**Copyright**") and together with the Trademarks and Patents the "**Intellectual Property**";

AND WHEREAS the Parties, *inter alia*, entered into an asset and share purchase agreement dated April 23, 2018 (the "**Purchase Agreement**");

AND WHEREAS under the Purchase Agreement, Assignor assigned, transferred and conveyed, to Assignee, effective as of the date hereof (the "**Effective Date**"), any and all of its right, title and interest in the Intellectual Property owned and used in the Business (as such term is defined in the Purchase Agreement);

AND WHEREAS the Assignment is intended to confirm the assignment, transfer and conveyance to Assignee of the Intellectual Property owned by Assignor and used in the Business effective as of the Effective Date;

NOW, THEREFORE, in consideration of the above and other good and valuable consideration including the proceeds received by Assignor, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers unto Assignee all of Assignor's worldwide right, title and interest in and to the Intellectual Property, together with all associated goodwill, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this Agreement had not been made, including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Intellectual Property that took place prior to the date of this Agreement.

2. Assignor hereby authorizes the Australian Intellectual Property Office, Canadian Intellectual Property Office, the United States Patent and Trademark Office, the European Union Intellectual Property Office and any and all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Trademarks, Copyrights and the Patents to Assignee, as assignee thereof, or otherwise as Assignee may direct.

3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed, all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions, including the execution of any

further country-specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments of the Trademarks, Copyrights and the Patents to Assignee at the various relevant governmental Intellectual Property Offices.

4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

5. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, each of Assignor and Assignee has caused this Intellectual Property Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the Effective Date.

**ARMACELL ENTERPRISE GMBH & CO. KG  
BY ITS GENERAL PARTNER ARMACELL  
ENTERPRISE VERWALTUNG GMBH**

By: \_\_\_\_\_  
Dr. Max Padberg  
Chief Financial Officer

By: \_\_\_\_\_  
Benedict Bodem  
Director Finance & Taxes, Ultima Holding GmbH

**T.B. CONCEPT INC.**

By: \_\_\_\_\_  
Name: Martin Boudreau  
Title: President

By: \_\_\_\_\_  
Name: Christian Montplaisir  
Title: Secretary Treasurer

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**ARMACELL ENTERPRISE GMBH & CO. KG  
BY ITS GENERAL PARTNER ARMACELL  
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By: \_\_\_\_\_

Dr. Max Padberg  
Chief Financial Officer

By: \_\_\_\_\_

Benedict Bodem  
Director Finance & Taxes, Ultima Holding GmbH

**T.B. CONCEPT INC.**

By: \_\_\_\_\_



Name: Martin Boudreau  
Title: President

By: \_\_\_\_\_

Name: Christian Montplaisir  
Title: Secretary Treasurer

**Schedule "A"**

**Trademarks**

| Country   | Title   | Serial No. | Owner           | Status  |
|-----------|---|------------|-----------------|---|
| Australia | INSUGUARD4CLEVIS  | 1803150    | TB Concept Inc. | To be allowed to lapse.                             |
| Australia | INSUGUARDMULTI  | 1803149    | TB Concept Inc. | Pending   |
| Australia | UNICOVER  | 1803145    | TB Concept Inc. | Pending   |
| Australia | INSUGUARD   | 1803196    | TB Concept Inc. | Pending   |
| Australia | SHOCKTECH   | 1803147    | TB Concept Inc. | Registered  |
| Australia | U-Shaped Logo   | 1802859    | TB Concept Inc. | Registered  |
| Australia | U-Shaped Logo   | 1809363    | TB Concept Inc. | Pending   |
| Canada    | INSUGUARDMULTI  | 1829868    | TB Concept Inc. | This application appears to be in good standing.    |
| Canada    | INSUGUARD4CLEVIS  | TMA839074  | TB Concept Inc. | This registration appears to be in good standing.   |
| Canada    | INSUGUARD   | TMA664290  | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | INSUCOVER   | 5313417    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | INSUCOVER   | 5313416    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | INSUCLIP  | 87228167   | TB Concept Inc. | This application appears to be in good standing.    |
| U.S.      | INSUGUARD MULTI   | 5302228    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | INSUGUARD MULTI   | 5312136    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | SHOCKTECH   | 5251852    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      |  | 5193942    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      |  | 5193941    | TB Concept Inc. | This registration appears to be in good standing.   |
| U.S.      | INSUGUARD4CLEVIS  | 86869553   | TB Concept Inc. | This application was abandoned on October 23, 2017. |
| U.S.      | INSUGUARD   | 3382891    | TB Concept Inc. | This registration appears to be in good standing.   |

|      |                 |                                |                 |  |
|------|-----------------|--------------------------------|-----------------|--|
| U.S. | INSUGUARD RISER | 87747351                       | TB Concept Inc. | This application appears to be in good standing. |
| U.S. | INSUGUARD RISER | 87747337                       | TB Concept Inc. | This application appears to be in good standing. |
| U.S. | INSUPAL         | Application<br>No.<br>87868250 | TB Concept Inc. | Pending.   |
| U.S. | INSUPAL         | Application<br>No.<br>87868250 | TB Concept Inc. | Pending.   |
| EU   | INSUGUARD       | E62996046<br>012826111         | TB Concept Inc. |  |



**Schedule "B"**

**Patents**

| Country   | Title  | Serial No.                        | Owner           | Status   |
|-----------|--|-----------------------------------|-----------------|--|
| Australia | PIPE SUPPORT   | 2012286555                        | TB Concept Inc. |  |
| Canada    | PIPE SUPPORT SYSTEM  | 2527221                           | TB Concept Inc. | This patent appears to be in good standing.      |
| Canada    | INSULATION COMPRESSION REDUCTION ASSEMBLY FOR PIPING SYSTEMS | 2961074                           | TB Concept Inc. | This application appears to be in good standing. |
| Canada    | PIPE SUPPORT   | 2832297                           | TB Concept Inc. | This application appears to be in good standing. |
| Canada    | PIPE PROTECTOR   | 2485132                           | TB Concept Inc. | This patent appears to be in good standing.      |
| U.S.      | VERTICAL PIPE GUARD  | 7,744,041                         | TB Concept Inc. | This patent appears to be in good standing.      |
| U.S.      | INSULATION COMPRESSION REDUCTION ASSEMBLY FOR PIPING SYSTEMS | 15/511,483                        | TB Concept Inc. | This application appears to be in good standing. |
| U.S.      | Pipe support   | 8,297,561                         | TB Concept Inc. | This patent appears to be in good standing.      |
| U.S.      | PIPE PROTECTOR   | 8,074,943                         | TB Concept Inc. | This patent appears to be in good standing.      |
| U.S.      | VERTICAL PIPE GUARD  | 7,744,041                         | TB Concept Inc. | This patent appears to be in good standing.      |
| U.S.      | Insulation Compression Reduction Assembly for                | Application No. PCT/CA2015/050889 | TB Concept Inc. | Pending.   |

| Country | Title  | Serial No.       | Owner              | Status |
|---------|--|------------------|--------------------|--------|
|         | Piping Systems                                     |                  |                    |        |
| PCT     | PIPE SUPPORT                                       | EP2734771        | TB Concept<br>Inc. |        |
| PCT     | INSULATION<br>COMPRESSION<br>REDUCTION<br>ASSEMBLY | PCT/CA2015 50889 | TB Concept<br>Inc. |        |

**Schedule "C"**

**Copyright/ Design Patents / Industrial Design Registration**

| Country | Title                   | Serial No. | Owner           | Status  |
|---------|-------------------------|------------|-----------------|---|
| Canada  | PIPE SUPPORT ATTACHMENT | 155809     | TB Concept Inc. | This registration appears to be in good standing. |
| U.S.    | PIPE SUPPORT ATTACHMENT | D802,103   | TB Concept Inc. | This registration appears to be in good standing. |
| Europe  | PIPE SUPPORT            | 2669648    | TB Concept Inc. |   |