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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5871697

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
UTILITY MARKETING CORPORATION	06/03/2013
U.S. UTILITY ENCLOSURES, LLC	06/03/2013

RECEIVING PARTY DATA

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State/Country:	ILLINOIS	
Postal Code:	60060	

PROPERTY NUMBERS Total: 5

Property Type	Number
Patent Number:	6518499
Patent Number:	6362419
Patent Number:	8272528
Patent Number:	7030315
Patent Number:	7922033

CORRESPONDENCE DATA

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WINSTON & STRAWN LLP - BECKY TROUTMAN **Correspondent Name:**

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ATTORNEY DOCKET NUMBER:	5212-153 PAT ASGN MACLEAN	
NAME OF SUBMITTER:	BECKY L. TROUTMAN	
SIGNATURE:	/Becky L. Troutman/	
DATE SIGNED:	12/17/2019	

Total Attachments: 5

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PATENT ASSIGNMENT

This Patent Assignment (this "<u>Assignment</u>") is effective on June 3, 2013 among Utility Marketing Corporation, a Massachusetts corporation (d/b/a Highline Products) ("<u>UMC</u>"), U.S. Utility Enclosures, LLC, a Delaware limited liability company and whollyowned subsidiary of UMC (hereinafter, collectively with UMC, "<u>Assignors</u>" and each individually, an "<u>Assignor</u>"), and MacLean Highline, L.L.C., a Delaware limited liability company (hereinafter "<u>Assignee</u>").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of May 7, 2013 by and among Assignors, Assignee and the other parties thereto (the "<u>Purchase Agreement</u>"), Assignors agree to assign, transfer and convey all of their right, title and interest in and to the Patents (as defined below); and

WHEREAS, Assignors presently own the right, title and interest in and to each such issued patent and pending patent application listed in <u>Schedule A</u>, each invention described therein, and all related and corresponding rights in any jurisdiction in the world (collectively, the "<u>Patents</u>").

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each party hereto agrees as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, convey, transfer and set over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Patents, any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisionals, continuations, continuations-in-part, reissues and reexaminations thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor (with the Patents, collectively, the "Patent Property"), and (b) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights of action, both statutory and based upon common law, that Assignors have or might have by reason of any past, present or future infringement or other violation of any of the Patents or Patent Property prior to, on, or after the date of this Assignment, together with the right to prosecute such claims, demands, and rights of action in Assignee's own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made,

and Assignors shall not contest Assignee's ownership of the Patents, including in any claim, action, arbitration, suit, inquiry or proceeding.

- 2. <u>Authorization</u>. Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to issue the same to Assignee in accordance with the terms of this Assignment and to record Assignee as owner of the Patent Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
- 3. <u>No Conflicts</u>. Assignors hereby covenant and agree that they have the full right to convey their entire interest herein assigned, and that they have not executed, and will not execute, any agreement in conflict herewith.
- 4. Further Assurances. Assignors will promptly communicate to the Assignee, its successors, legal representatives and assigns, without any additional consideration, any facts known to them respecting the Patent Property, testify in any legal proceeding relating to the Patent Property, execute or use their best efforts to cause their current or former employees or contractors to execute, as applicable, all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything reasonably possible to aid the Assignee or its successors, legal representatives and assigns, to obtain and enforce proper protection for the Patent Property in all countries and to record Assignee as owner of the Patent Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. The cost of recording and registering ownership rights in the Patent Property shall be borne solely by Assignee, its successors and assigns.
- 5. <u>Miscellaneous</u>. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Illinois without regard to its conflicts of law principles.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

UTILITY MARKETING CORPORATION Title: U.S. UTILITY ENCLOSURES, LLC Title: Manages On this 28 day of May, 2013 before me, a Notary Public, personally appeared for to me known and known to me to be the person of that name, who, being duly sworn, did state and acknowledge on his oath that he is the Resident of Utility Marketing Corporation who signed the foregoing instrument and acknowledged the same to Robert D. Glacchetti

STATE OF MASSACHUSETTS

COUNTY OF Su Holk

be his/her free act and deed.

Notary Public Commonwealth of Massachusetts My Commission Expires June 27, 2014

[Signature Page to Patent Assignment]

Acknowledged and Agreed:

MACLEAN HIGHLINE, L.L.C.

Mamer

THOMAS

Title

PRESIDENT

[Signature Page to Patent Assignment]

SCHEDULE A

Patent	Patent Number*	Issue Date*
Box pad for mounting electrical equipment	6,518,499	February 11, 2003
Pedestal structure for housing electrical power connections and other equipment	6,362,419	March 26, 2002
Multi-nut retention mechanism	8,272,528	September 25, 2012
Field replaceable retainer	7,030,315	April 18, 2006
Universal lid for underground access boxes	7,922,033	April 12, 2011

^{*} as on file with the United States Patent and Trademark Office

Schedule A to Patent Assignment

PATENT REEL: 051324 FRAME: 0254

RECORDED: 12/17/2019