

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5874398

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the ASSIGNEE'S ADDRESS previously recorded on Reel 051100 Frame 0128. Assignor(s) hereby confirms the ASSIGNMENT.	
CONVEYING PARTY DATA		
	Name	Execution Date
	TB CONCEPT INC.	04/23/2018
RECEIVING PARTY DATA		
Name:	ARMACELL ENTERPRISE GMBH & CO. KG	
Street Address:	ZEPPELINSTRASSE 1	
Internal Address:	OT WALTERSDORF	
City:	SCHÖNEFELD	
State/Country:	GERMANY	
Postal Code:	12529	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D802103
CORRESPONDENCE DATA		
Fax Number:	(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>		
Phone:	3128767925	
Email:	mabip@dentons.com, ipt.docketchi@dentons.com	
Correspondent Name:	DENTONS US LLP	
Address Line 1:	P.O. BOX 061080	
Address Line 4:	CHICAGO, ILLINOIS 60606-1080	
ATTORNEY DOCKET NUMBER:	15803819-000001	
NAME OF SUBMITTER:	MONET NOEL	
SIGNATURE:	/Monet Noel/	
DATE SIGNED:	12/18/2019	
Total Attachments: 13		
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Electronic Patent Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TB CONCEPT INC.	04/23/2018
RECEIVING PARTY DATA	
Name:	ARMACELL ENTERPRISE GMBH & CO. KG
Street Address:	ROBERT BOSCH STRASSE 10
City:	MÜNSTER
State/Country:	GERMANY
Postal Code:	48153
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D802103
CORRESPONDENCE DATA	
Fax Number:	(312)876-7934
Phone:	3128767925
Email:	mabip@dentons.com, ipt.docketchi@dentons.com
<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>	
Correspondent Name:	DENTONS US LLP
Address Line 1:	P.O. BOX 061080
Address Line 4:	CHICAGO, ILLINOIS 60606-1080
ATTORNEY DOCKET NUMBER:	15803819-000001
NAME OF SUBMITTER:	MONET NOEL
Signature:	/Monet Noel/
Date:	11/25/2019
Total Attachments: 9	
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ZEPPELINSTRASSE 1
OT WALTERSDORF
SCHÖNEFELD
GERMANY
12529

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source=IP Assignment Agreement from TB Concept to Armacell Enterprise GmbH Co KG (003)#page9.tif

RECEIPT INFORMATION

EPAS ID: PAT5836485
Receipt Date: 11/25/2019

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "**Agreement**") is made as of the 23rd 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

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

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 No. 87868250	TB Concept Inc.	Pending.
U.S.	INSUPAL	Application No. 87868250	TB Concept Inc.	Pending.
EU	INSUGUARD	E62996046 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.	TB Concept Inc.	Pending.

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

Current printout

HRA 2939 CB

Commercial Register, Section A
Cottbus Local Court

This printout is not signed and is valid as a certified copy.

1. Number of entries to date:

5 entries

2. a) Legal name:

Armacell Enterprise GmbH & Co. KG

b) Registered domicile, place of business, domestic business address, branches:

Schönefeld

Zeppelinstrasse 1, 12529 Schönefeld OT Waltersdorf

3. a) General representation arrangements:

Each personally liable partner has sole power of representation.

b) Proprietor, personally liable partner(s), management officer(s), management board, authorized representatives and special powers of representation:

Personally liable partner:

Armacell Enterprise Verwaltung GmbH, Schönefeld (registered as No. HRB 11547 CB at Cottbus Local Court)

5. a) Legal form, commencement and statutes or articles of partnership:

"Kommanditgesellschaft" [limited partnership]

b) Other legal circumstances:

Entries relating to the German Transformation of Businesses Act (change of legal form)

Created through conversion by change of legal form of Armacell Enterprise GmbH, Münster (registered as No. HRB 5864 at Münster Local Court) in accordance with the resolution of the shareholder meeting of 18.06.2013.

c) Limited partners, members:

1.

Armacell International GmbH, Münster (registered as No. HRB 5981 at Münster Local Court)

€25,000.00

6. a) Date of last entry:

16.07.2013

- Reproduction of the current content of the register -

Amtsgericht Cottbus
[Cottbus Local Court]

Official printout

- Commercial Register, Section A -

HRA 2939 CB

Cottbus Local Court, 07.08.2014 08:17 hrs.

This printout attests the content of Commercial Register A

Kempe, Court Employee
Clerk of the Court's Office

/Round stamp:
The Local Court
999
Cottbus/

07.08.2014

Page2 of 2

I, Timothy J. Nuttall, a sworn translator for the German and English languages, registered at Münster Local Court (Amtsgericht Münster) and authorized for the district of the Higher Regional Court and Court of Appeal in Hamm (OLG Hamm), North Rhine-Westphalia, Federal Republic of Germany, hereby certify the foregoing as being a complete and factually correct translation of the German document a copy of which is attached hereto.
Translator's No.: 3162E1.1729

Münster, 28 August 2014

