

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5913841

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	EDWARD L. GIBBS	11/01/2013
RECEIVING PARTY DATA		
Name:	AMERISTAR PERIMETER SECURITY USA INC.	
Street Address:	1555 N. MINGO ROAD	
City:	TULSA	
State/Country:	OKLAHOMA	
Postal Code:	74116	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16744224
CORRESPONDENCE DATA		
Fax Number:		
<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:	4056980596	
Email:	gp@garypeterson.com	
Correspondent Name:	GARY PETERSON	
Address Line 1:	PO BOX 32404	
Address Line 4:	EDMOND, OKLAHOMA 73003	
ATTORNEY DOCKET NUMBER:	A127	
NAME OF SUBMITTER:	GARY PETERSON	
SIGNATURE:	/Gary Peterson/	
DATE SIGNED:	01/16/2020	
Total Attachments: 9		
source=assignAssa#page1.tif		
source=assignAssa#page2.tif		
source=assignAssa#page3.tif		
source=assignAssa#page4.tif		
source=assignAssa#page5.tif		
source=assignAssa#page6.tif		

source=assignAssa#page7.tif

source=assignAssa#page8.tif

source=assignAssa#page9.tif

EXECUTION COPY

Patent Assignment

This patent assignment (this “**Assignment**”) is entered into on November 1, 2013,
BY AND AMONG:

- (1) **GAFF, INC. (formerly known as AMERISTAR FENCE PRODUCTS INC.), doing business as 440 FENCE COMPANY INC.**, an Oklahoma corporation (“**AFP**”);
- (2) **EDWARD L. GIBBS**, individually (“**ELG**” together with AFP, the “**Assignors**” and each, individually an “**Assignor**”); and
- (3) **AMERISTAR PERIMETER SECURITY USA INC. (formerly known as COIL USA INC.)**, a Delaware corporation (the “**Assignee**”).

Whereas:

- (A) The Assignors are the owners of the Patents (as defined below), as identified by the applicable Assignor’s designation as “Owner” of each Patent in Schedule 1 to this Assignment.
- (B) The Assignors, Assignee and certain of their affiliates entered into that certain Asset Purchase Agreement, dated as of September 30, 2013, (the “**Asset Purchase Agreement**”), pursuant to which the Assignors agreed to sell, assign, transfer, convey and deliver to the Assignee all of its right, title and interest in, to and under the Owned Intellectual Property (as defined in the Asset Purchase Agreement), on the terms and subject to the conditions set forth in the Asset Purchase Agreement.
- (C) The Owned Intellectual Property includes the Patents.
- (D) The Assignors and Assignee now desire to enter into this Assignment to effect the sale, assignment, transfer, conveyance and delivery to the Assignee of the Patents on the terms and conditions of this Assignment.

It is agreed as follows:

1 Interpretation

- 1.1** Capitalized words used in this Assignment and not defined in Section 1.2 below shall have the same meanings as in the Asset Purchase Agreement.

1.2 Definitions

“**Patents**” means those registered utility patents and applications for registered utility patents listed in Part A of Schedule 1 to this Assignment and those registered design patents and applications for registered design patents listed in Part B of Schedule 1 to this Assignment.

2 Assignment

In consideration of the representations, warranties and covenants and agreements set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, each Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of such Assignor's right, title and interest in, to and under all Patents, and the inventions disclosed and/or claimed therein, within the United States of America and its territorial possessions and all foreign countries, and in, to and under any letters patents of the United States and all foreign countries that may be granted therefor, including without limitation:

- 2.1 in respect of any and each application comprised in the Patents and inventions disclosed and/or claimed therein:
 - 2.1.1 the right to claim priority from such applications and to prosecute and obtain grant of letters patent; and
 - 2.1.2 the right to file and prosecute applications and obtain grant of letters patent, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals and extensions thereof, and the right to apply for letters patent in foreign countries with full benefit of such priorities as may now or hereafter be granted to each Assignor by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said United States letters patent to the various territorial possessions now owned or which may be hereafter acquired by the United States of America;
- 2.2 the absolute entitlement to any letters patents granted pursuant to any of the applications comprised in the Patents; and
- 2.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents, whether occurring before, on or after the date of this Assignment.

3 Due authorization

Each Assignor hereby authorizes the Assignee to request, and each Assignor and the Assignee hereby requests, that the U.S. Patent and Trademark Office, and any other applicable Governmental Authority, record in the name of the Assignee all letters patent and applications for letters patent included in the Patents and issue in the name of the Assignee any and all letters patent from any and all applications for letters patent included in the Patents.

4 Further Assurances

Any time after the date of this Assignment, at the request and expense of the Assignee, each Assignor shall:

- 4.1 execute all such documents and do such acts and things as the Assignee may reasonably require in order to give to the Assignee the full benefit of all the provisions of this Assignment and for maintaining and perfecting the Assignee's right, title and interest in the Patents; and
- 4.2 provide all reasonable assistance which the Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Patents or with the prosecution of any applications to register the Patents or with establishing, confirming or defending title to the Patents.

5 Costs

Any reasonable costs incurred by the parties pursuant to this Assignment, including any costs associated with recording the transactions contemplated by this Assignment at the U.S. Patent and Trademark Office, or any other applicable Governmental Authority, shall be shared equally between the Assignors on the one hand and the Assignee on the other hand.

6 Entire Agreement

This Assignment, the Asset Purchase Agreement and the schedules, exhibits and annexes hereof and thereof contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior written or oral negotiations, understandings and agreements relating to the subject matter hereof. To the extent that any provision of this Assignment is inconsistent with the provisions of the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall prevail.

7 Successors and Assigns

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Assignee, its successors and assigns shall hereafter hold all of the aforesaid rights in the same manner in which they would have been held by each Assignor had this Assignment not been made.

8 Governing Law

This Assignment shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma (without regard to any conflict of law principles found therein).

9 Counterparts

This Assignment may be executed in several counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

[Signature page follows]

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

ASSIGNORS

GAFP, INC., doing business as 440 FENCE COMPANY INC.

By: Mark MEEK

Name: MARK MEEK

Title: PRESIDENT

EDWARD L. GIBBS

By: Edward L. Gibbs

Name: Edward L. Gibbs

Title:

ASSIGNEE

AMERISTAR PERIMETER SECURITY USA INC.

By: _____

Name:

Title:

[Signature Page to Patent Assignment]

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

ASSIGNORS

GAFP, INC., doing business as 440 FENCE COMPANY INC.

By: _____

Name:

Title:

EDWARD L. GIBBS

By: _____

Name:

Title:

ASSIGNEE

AMERISTAR PERIMETER SECURITY USA INC.

By: Jeffrey A. Mereschuk

Name: JEFFREY A. MERESCHUK

Title: AUTHORIZED SIGNATORY

[Signature Page to Patent Assignment]

Schedule 1

Part A: Utility Patents

Country	Patent No.	Application No.	Filed	Title	Owner
US	5443244	08/288,121	08/08/1994	Rolled metal fence rail	Edward L. Gibbs
US	6254064	09/313,380	05/18/1999	Ornamental ring for fence	Ameristar Fence Products, Inc.
US	6811145	10/140,915	07/05/2002	Barrier formed by resistance projection welding	Edward L. Gibbs
US	6874767	10/306,125	11/27/2002	Fence	Edward L. Gibbs
US	6969051	10/302,501	11/22/2002	Two-part rail with internal picket connection	Edward L. Gibbs
US	7071439	10/926,857	08/26//2004	Method for barrier assembly	Edward L. Gibbs
US	7159853	10/926,912	08/26/2004	Welded barrier system	Edward L. Gibbs
US	7188826	10/904,649	11/20/2004	Internal clip for a rail	Edward L. Gibbs
US	7282659	10/666,105	09/18/2003	Panel assembly apparatus	Edward L. Gibbs
US	7325787	11/163,653	10/26/2005	Barrier	Edward L. Gibbs
US	7441751	11/466,170	08/22/2006	Cable fence system	Edward L. Gibbs
US	7461833	11/668,942	01/30/2007	Picket assembly for a post	Edward L. Gibbs
US	7475868	10/764,788	01/26/2004	Cable fence system	Edward L. Gibbs
US	7621510	11/103,737	04/12/2005	Terrain-adjustable barrier	Edward L. Gibbs
US	7651073	10/869,371	06/17/2004	Fence post	Edward L. Gibbs

Country	Patent No.	Application No.	Filed	Title	Owner
US	7661656	12/106,902	01/18/2008	Barbed tape	Edward L. Gibbs
US	7896318	12/861,500	08/23/2010	Terrain-conforming barrier	Edward L. Gibbs
US	7942384	11/676,468	02/19/2007	Internal clip for a rail	Edward L. Gibbs
US	7980534	11/774,070	07/06/2007	Rackable barrier system	Edward L. Gibbs
US	8382070	13/177,594	07/07/2011	Barrier system	Edward L. Gibbs
US	8523150	10904871	12/01/2004	Fence with tiltable picket	Edward L. Gibbs
US	-	12579929	10/15/2009	Latch assembly	Edward L. Gibbs
US	-	12794954	06/07/2010	Gate assembly	Edward L. Gibbs
US	-	13184658	07/18/2011	Terrain-responsive barrier	Edward L. Gibbs
US	-	13214488	08/22/2011	Security barrier	Edward L. Gibbs
US	-	13773599	02/21/2013	Barrier system	Edward L. Gibbs
US	-	13920222	06/08/2013	Latch assembly	Edward L. Gibbs
US	-	14014538	08/30/2013	Terrain-conformable barrier	Edward L. Gibbs

Part B: Design Patents

Country	Patent No.	Filed	Title	Owner
US	D465856	03/29/2002	Fence rail	Edward L Gibbs
US	D466620	03/29/2002	Fence rail	Edward L Gibbs
US	D467669	04/05/2002	Hand rail	Edward L Gibbs
US	D468028	04/05/2002	Hand rail	Edward L Gibbs
US	D495434	05/28/2003	Fence post coupling device	Ameristar Fence Products, Inc.
US	D534792 S1	08/10/2004	Fence post coupler	Ameristar Fence Products, Inc.
US	D566292	02/09/2007	Fence	Edward L Gibbs
US	D572374	08/20/2007	Cable-reinforced bollard fence	Edward L Gibbs
US	D573270	02/09/2007	Corner picket crown and post assembly for a fence	Edward L Gibbs
US	D609551	10/15/2009	Latch assembly	Edward L Gibbs
US	D620128	10/15/2009	Fence ornament	Edward L Gibbs
US	D622870	04/02/2010	Fence ornament assembly	Edward L Gibbs
US	D655826	07/07/2011	Rail	Edward L Gibbs