

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5968687

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	10/16/2019
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HANSSON MECHANICAL SYSTEMS, INC.	10/16/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	JUSTIN CARMODY CARM
<b>Street Address:</b>	29 COLLINS INDUSTRIAL PLACE
<b>Internal Address:</b>	2G
<b>City:</b>	NORTH LITTLE ROCK
<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72113
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9994398
<b>Patent Number:</b>	10138068
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(501)753-0562
<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>	5014920133
<b>Email:</b>	sales@tech-roll.com
<b>Correspondent Name:</b>	JUSTIN CARMODY
<b>Address Line 1:</b>	29 COLLINS INDUSTRIAL PLACE
<b>Address Line 2:</b>	2G
<b>Address Line 4:</b>	NORTH LITTLE ROCK, ARKANSAS 72113
<b>NAME OF SUBMITTER:</b>	JUSTIN CARMODY
<b>SIGNATURE:</b>	/Justin Carmody/
<b>DATE SIGNED:</b>	02/18/2020
<b>Total Attachments: 20</b>	
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\_\_\_\_\_

County of Whatcom

25

Will Hansson

Name of Signer

Dated:

10/16/2018

Month/Day/Year

Signature of Notarizing Officer

Title (Such as "Notary Public")

5/14/2020

Month/Day/Year of Appointment Expiration

## OPTIONAL

Right Thumbprint  
of Signer

Top of thumb here

Title or Type of Document: Asset Purchase Agreement

Document Date: 10/16/2019 Number of Pages: 15

Signer(s) Other Than Named Above: Justin Carmody

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of the 16 day of October, 2019 (the "Execution Date"), by and among Tech-Roll Inc., a Washington corporation ("Seller"), and Conveyor Technology, Inc., an Arkansas corporation ("Buyer").

### RECITALS

A. Seller operates a business engaged in the manufacturing, selling and servicing of hydraulic motorized pulleys and drum motors (the "Business") in the State of Washington and throughout the world.

B. Buyer wishes to purchase certain assets of the Business.

C. Seller is willing to sell certain assets of the Business on the terms of this Agreement.

D. Since on or about June 1, 2019, Buyer has already been using the assets, providing sales and manufacturing services, and otherwise operating its version of the Business for its own account. The parties wish to memorialize the facts under which such transfer has occurred.

### AGREEMENT

NOW, THEREFORE, each of the undersigned parties hereby agrees as follows:

#### 1. SALE OF ASSETS.

1.1 Transfer of Assets. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, free and clear of all encumbrances, all right, title and interest in and to the assets of Seller (the "Assets"), including the name "Tech Roll," except for the assets specifically described in Section 1.2 below (the "Excluded Assets"), and including but not limited to the following:

(a) To the extent transferable, all approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained by Seller from governments and governmental agencies, if any.

(b) All intellectual property of Seller, including all right, title and interest of Seller in "Tech Roll" hydraulic motorized pulleys and drum motors, designs, mechanical drawings, 2D manufacturing drawings of designs and parts, patents, patent applications, docketed inventions, trademarks, tradenames, service marks, copyrights,

computer programs and other software, domain names, URLs, websites, social media user names, handles or pages, trade secrets, confidential and proprietary business information, processes, know how, engineering, drawings, plans and product specifications, all other intellectual property, including all promotional displays and materials, price lists, bid and quote information, literature, catalogs, brochures, advertising material and the like, all telephone numbers, telephone and advertising listings, customer, supplier and distributor lists and all other information and data relating to the customers or suppliers, all product development, packaging development, and any licenses, license agreements and applications related to any of the foregoing.

(c) The federal trademark of "Tech-Roll" owned by Hansson Mechanical Systems, Inc.

(d) All inventory, tools, manufacturing equipment, demonstration units, and related items of tangible personal property of the Business.

1.2 Excluded Assets. Seller shall retain the following assets owned by Seller ("Excluded Assets"):

- (a) Cash and cash equivalents.
- (b) Bank accounts.
- (c) Accounts receivable as described in Section 1.3 below.
- (d) Any files regarding the organization and operation of the corporate affairs of Seller.
- (e) The stock and stock certificates of Seller, if any.

1.3 Operations Since Effective Date. Buyer will be entitled to the revenues and related accounts receivable for all new business generated by Buyer since the Effective Date. Seller will be entitled to the revenues and related accounts receivable for all business completed on or in progress as of the Effective Date.

## 2. PURCHASE PRICE & TERMS.

2.1 Purchase Price; Payment of Purchase Price. The purchase price for the Assets (the "Purchase Price") shall be as follows:

*\$132,304.00* (a) Upon execution of this Agreement, Buyer shall pay Seller the sum of \$\_\_\_\_\_ for Seller's inventory.

(b) From and after the Effective Date, Buyer shall pay Seller \$90,000.00 annually, payable on the 1<sup>st</sup> day of each month in the amount of \$7,500.00 with the first payment on the Effective Date.

(c) Final payment shall be made to the successor trustee or personal representative of the Estate of Ulf Hansson following the death of Ulf Hansson on a prorated basis (e.g., if Ulf Hansson passes away on the 10<sup>th</sup> day of the month following the last monthly payment, then final payment shall be 10 days X (\$90,000/365 days/year) = \$2,465.75).

2.2 Allocation of Purchase Price. The parties agree that the Purchase Price shall be allocated for tax purposes as follows:

(a) Class IV assets (inventory, stock in trade): \$\_\_\_\_\_.

(b) Future payments:

(i) Class VI Section 197 intangible assets (intangibles, intellectual property, covenant not to compete, non-solicitation agreement, etc.): 80%.

(ii) Class VII assets (goodwill and going concern): 20%.

The parties agree that Buyer shall complete and file Form 8594 in accordance with this Agreement, which shall apply to and be binding upon both parties.

### 3. CLOSING.

The sale of the Assets shall be deemed to have closed on June 1, 2019 (the "Effective Date"). Seller shall deliver a duly executed Bill of Sale in the form attached as **Exhibit A** and a duly executed Patent Assignment in the form attached as **Exhibit B**, and shall cause Hansson Mechanical Systems, Inc. to execute the Trademark Assignment in the form attached as **Exhibit C**.

### 4. ASSUMPTION OF ASSETS AND LIABILITIES.

Buyer acknowledges that Buyer received the Assets "as-is" and without warranty except as set forth in Section 5 below. Buyer hereby assumes as of the Effective Date only those liabilities and obligations of the Business (i) arising in connection with the operation of the Business by Buyer after the Effective Date, but excluding the work in progress handled by Seller as described in Section 1.3, or (ii) arising out of any warranty claims relating to the Business (the "Assumed Liabilities").

### 5. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer as set forth in this Article 5.

5.1 Corporation or Company Existence. Seller is a Washington corporation, duly organized, validly existing and in good standing as of the Execution Date under the

laws of the State of Washington. Ulf Hansson is the sole owner of Seller and has full authority to sign on behalf of and bind Seller.

5.2 Authority and Consents. Seller has the right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement, and no approvals or consents of any persons other than Seller are required except as detailed herein.

5.3 Status of Assets. With respect to the Assets sold by Seller:

(a) The Assets will be transferred free and clear of any liens, and are not subject to any restrictions or limitations prohibiting or restricting transfer to Buyer.

(b) Seller has full right and power and authority to sell and transfer the Assets pursuant to this Agreement.

5.4 Litigation. There is not pending, nor, to the best knowledge of Seller, threatened, any claim, suit, action, arbitration, or legal, administrative or other proceedings, or governmental investigation against or affecting Seller or any of its businesses, assets or financial conditions, nor any circumstances known to exist by Seller which would give rise to any claim, action, suite or proceeding against Seller. Seller is not in default with respect to any order or decree of any such governmental agency or instrumentality, and Seller is not a party to any judgments, orders or decrees whatever which adversely affect or pertain to its operations.

5.5 Compliance. Seller's operation of the Business has not violated any law or regulation. Seller has not received any written notice of, and has no knowledge of, any claim alleging any such violation. There are no judgments unsatisfied against Seller or consent decrees or injunctions to which Seller or the Assets are subject.

5.6 Tradenames, Trademarks and Copyrights. Seller has not infringed, and is not now infringing, on any tradename, trademark, service mark or copyright belonging to any other person, firm or corporation. Seller is not a party to any license, agreement or arrangement, whether as licensor, licensee or otherwise, with respect to any trademarks, service marks, tradenames or applications for them, or any copyrights. Seller owns or holds adequate licenses or other rights to use, all trademarks, logos, service marks, tradenames and copyrights necessary for its respective businesses as now conducted by it, and that use does not, and will not, conflict with, infringe on, or otherwise violate any rights of others.

5.7 Tax Returns. All federal, state, county, city and local tax returns of Seller have been timely filed and all taxes shown to be due thereon have been paid in full at the time of filing of such returns.

## 6. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller as set forth in this Article 6.

6.1 Corporation or Company Existence. Buyer is an Arkansas corporation, duly organized, validly existing and in good standing as of the Execution Date under the laws of the State of Washington. Justin Carmody is the sole owner of Buyer and has full authority to sign on behalf of and bind Buyer.

6.2 Company Authority. Buyer will have full power and authority to execute and deliver this Agreement, and to perform the transactions contemplated hereby and thereby and will take all action necessary to authorize the execution, delivery and performance thereof.

6.3 Binding Obligations. This Agreement has been executed and delivered by Buyer, and constitutes the legal, valid and binding obligations of Buyer, enforceable in accordance with its terms.

6.4 Litigation. There is no undisclosed litigation or proceeding pending or threatened against Buyer which would have a materially adverse effect on the ability of Buyer to purchase the Assets.

6.5 Solvency. Buyer is not insolvent, is not the subject of any bankruptcy or insolvency proceedings, has not had any judgments entered against Buyer and has not made any assignment for the benefit of creditors.

6.6 No Reliance. Buyer is not relying upon any representation or warranty of Seller with respect to the condition of the Assets, except as specifically set forth herein, and has had opportunity to review the Assets to the satisfaction of Buyer.

## 7. INDEMNIFICATION.

7.1 Indemnification by Seller. Seller shall indemnify, defend and hold harmless Buyer from and against any and all losses, liabilities, claims, damages and expenses (including reasonable attorneys' fees) (collectively "Losses") suffered, incurred or sustained by Buyer based upon, arising out of or otherwise in respect of: (i) any misrepresentation of or inaccuracy in any representation or warranty of Seller contained in this Agreement; (ii) any breach of, or failure to perform or fulfill, any covenant, obligation or agreement of Seller contained in this Agreement; or (iii) the operation of the Business by Seller prior to the Effective Date; (iii) the operation of the Business after the Effective Date; or (iv) the work in progress handled by Seller as described in Section 1.3.

7.2 Indemnification by Buyer. Buyer shall indemnify, defend and hold harmless Seller from and against any and all Losses suffered, incurred or sustained by Seller based upon, arising out of or otherwise in respect of: (i) any misrepresentation of



or inaccuracy in any representation or warranty of Buyer contained in this Agreement; (ii) any breach of, or failure to perform or fulfill, any covenant, obligation or agreement of Buyer contained in this Agreement; or (iii) the operation of the Business after the Effective Date, except for the work in progress handled by Seller as described in Section 1.3.

7.3 Survival of Covenants and Warranties. The representations, warranties and agreements made by Seller and Buyer, shall survive the transfer of the Assets and shall be fully enforceable at law or in equity against them and their successors and assigns by the other party and their successors and assigns.

7.4 Notice of Claims. Seller and Buyer each agree to give prompt, written notice to the other of any claim which might give rise to a claim against the other party hereto, based upon the indemnity provisions contained herein, stating the nature and basis of the claim and the actual or estimated amount thereof. In the event any action, suit or proceeding is brought against Buyer or Seller with respect to which the party may hereto may have liability under the indemnity provisions contained herein, the indemnifying party shall have the right, at its sole cost and expense, to defend such action in the name and on behalf of the indemnified party or corporation, and in connection with any such action, suit or proceeding, the parties hereto agree to render to each other such assistance as may be reasonably required in order to ensure the proper and adequate defense of any such claim, action or proceeding. No party hereto shall make any settlement of any claim which might give rise to liability of the other party hereto under the indemnity provisions contained herein without the written consent of such other party.

## 8. RESTRICTIONS.

8.1 Non-Competition. For a period of ten (10) years following the Execution Date, Seller will not, anywhere within the United States or any geographical region in the world in which Tech-Roll pulleys or drums have been sold prior to entering into this Agreement, directly or indirectly, engage, invest in, own, manage, operate, finance, control or guarantee the obligations of any entity engaged in or planning to become engaged in any business that competes, in whole or in part, with the Business; *provided, however*, that Seller may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of the securities of any entity (but may not otherwise participate in the activities of such entity) if such securities are listed on any national or regional securities exchange or have been registered under Section 12(g) of the Securities and Exchange Act of 1934.

*Provided, further*, that Seller may provide consulting services to Buyer without violating this Agreement, regardless of whether Seller receives compensation for such consulting work.

8.2 Non-Solicitation. For a period of ten (10) years following the Execution Date, Seller will not, directly or indirectly:

(a) Solicit the business of any person or entity who is a customer of the Business or any person or entity for whom Buyer performs work;

(b) Cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Buyer thereof to cease doing business with Buyer, to deal with any competitor of Buyer, or in any way interfere with its relationship with Buyer;

(c) Cause, induce or attempt to cause or induce any customer, supplier, licensee, licensor, franchisee, employee, consultant or other business relation of Buyer to cease doing business with Buyer, to deal with any competitor of Buyer or in any way interfere with its relationship with Buyer; or

(d) Hire, retain or attempt to hire or retain any employee or independent contractor of Buyer or in any way interfere with the relationship between Buyer and any of its employees or independent contractors.

### 8.3 Confidential Information.

(a) Seller will not divulge, use, furnish, disclose or make available to any individual, partnership, corporation, business trust, limited liability company, limited liability partnership, trust, unincorporated association, joint venture or other entity or governmental entity (each a "Person"), whether or not a competitor of Buyer, any confidential or proprietary information concerning the assets, business or affairs of Buyer, or of any of their suppliers, customers, licensees or licensors, including, without limitation, any information regarding trade secrets and information (whether or not constituting trade secrets) concerning sources of supply, costs, pricing practices, financial data, business plans, employee information, technical processes, price lists, customer lists, and lists of customers (collectively "Confidential Information").

(b) Publicly Available Information. Seller shall not be obligated under this Section 8.3 with respect to information that (i) is or has become publicly available other than through a violation of this Agreement by Seller, (ii) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information, or (iii) is rightfully in the possession of Seller without restriction prior to its disclosure by Buyer. Seller may make disclosures required by law or court order, *provided* Seller uses reasonable efforts to limit disclosure and to obtain confidential treatment. The parties acknowledge that breach of this Section 8.3 by Seller may cause Buyer irreparable harm and therefore, Buyer shall be entitled to injunctive relief only as a remedy for such breach, plus its costs and attorneys' fees in enforcing its rights under this Agreement.

8.4 Injunctive Relief. The parties acknowledge that if Buyer successfully obtains injunctive and/or declaratory relief in any legal action to enforce this Agreement, regardless of whether monetary damages are awarded, Buyer shall be entitled under

this Agreement to an award of its costs and attorneys' fees. This Section 8.4 shall survive termination of this Agreement and be ongoing.

## **9. MISCELLANEOUS.**

9.1 Amendment. This Agreement may be amended or modified by, and only by, written instrument executed by Buyer and Seller.

9.2 Expenses. Each party to this Agreement shall pay its own expenses (including, without limitation, fees and expenses of its agents, representatives and counsel) incidental to the preparation and carrying out of this Agreement.

9.3 Parties in Interest/Assignment. This Agreement shall inure to, benefit and be binding upon, Buyer and Seller and their respective successors, heirs and assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement.

9.4 Applicable Law. This Agreement has been made and accepted in the State of Washington, and all rights and obligations of the parties shall be construed under and governed by the laws of the State of Washington. Personal jurisdiction over all parties hereto and venue, if any legal action, shall be in Whatcom County, Washington.

9.5 Attorneys' Fees. In the event an arbitration, suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the arbitrator, trial court, and/or appellate court.

9.6 Construction of Agreement. This Agreement has been a result of negotiations between the parties and their respective counsel, if any. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties, and without regard to the identity of the party who may have drafted this Agreement or any provision hereof.

9.7 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes any prior agreements, written or oral, with respect to the same subject matter.

9.8 Headings. The headings of the several articles and sections herein are inserted for convenience of reference only and are not intended to be part of, or affect the meaning or interpretation of, this Agreement.

9.9 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party which is entitled to the benefit thereof.

9.10 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if delivered or mailed, certified or registered mail return receipt requested, with postage prepaid to the following addresses or such addresses as may be designated by the parties from time to time:

If to Buyer:

Conveyor Technology, Inc.  
Attn: Justin M. Carmody  
P.O. Box 13618  
Maumelle, AR 72113  
(501) 753-4774  
[justin@drummotors.net](mailto:justin@drummotors.net)

With a Copy to:

David Sims, Attorney  
P.O. Box 25921  
Little Rock, AR 72221  
(501) 441-3585  
Fax: (877) 395-9419

If to Seller:

Tech-Roll, Inc.  
Attn: Ulf Hansson  
Physical Address: 8980 Snowy Owl Lane, Blaine, WA 98230  
Mailing Address: P.O. Box 959, Blaine, WA 98231

With a Copy to:

Mitchell G. Faber  
Adelstein, Sharpe & Serka LLP  
400 N. Commercial Street  
Bellingham, WA 98225  
(360) 671-6565  
Fax: (360) 647-8148  
[mfaber@adelstein.com](mailto:mfaber@adelstein.com)

or at such other address as Buyer or Seller may have advised the other in writing.


9.11 Brokerage. The parties severally represent to each other that all negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by Seller directly with Buyer and without the assistance of any broker, finder, agent or other originator who is entitled to a fee or commission for such service.

9.12 Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

**SELLER:**

Tech-Roll Inc.,  
a Washington corporation

By:   
Ulf Hansson, President

**BUYER:**

Conveyor Technology, Inc.,  
an Arkansas corporation

By:   
Justin Carmody, President

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**Exhibit A**  
**Bill of Sale**

**BILL OF SALE & ASSIGNMENT AGREEMENT**

THIS BILL OF SALE & ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), by and between Tech-Roll Inc., a Washington corporation ("Seller") and Conveyor Technology, Inc., a Washington corporation ("Buyer"), and its assigns.

WHEREAS, pursuant to that certain Asset Purchase Agreement of even date herein, by and between Buyer and Seller (the "Purchase Agreement"), which Purchase Agreement is incorporated herein by this reference, Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, substantially all of the assets used or held for use, in whole or in part, in connection with Seller's business of manufacturing, selling and servicing hydraulic motorized pulleys and drum motors (the "Business") in the State of Washington and throughout the world; and

WHEREAS, Seller and Buyer desire to execute and deliver this Agreement pursuant to the Purchase Agreement in connection with the Purchase Agreement:

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer of Assets. Seller hereby sells, transfers, conveys, assigns and delivers to Buyer, free and clear of all encumbrances, all right, title and interest in and to the assets of Seller (the "Assets"), including the name "Tech Roll," except for the assets specifically described in Section 1.2 of the Purchase Agreement (the "Excluded Assets"). Upon signing this Bill of Sale, Seller shall change its name with the Secretary of State of the State of Washington.

2. Further Assurances. Seller agrees to execute and deliver all such other documents, certificates, agreements and other writings and take such other actions as may reasonably be necessary or requested by Buyer or Seller in order to effect the full sale, transfer, conveyance, assignment and delivery of the Assets to Buyer and to fully vest in Buyer title to the Assets as contemplated in the Purchase Agreement.

3. Warranty of Title. Seller represents and warrants to Buyer that it is the owner of the Assets, that such Assets are free and clear of all liens, charges and encumbrances, and Seller warrants and defends title to the Assets unto Buyer, its successors and assigns, against any person or entity claiming, or to claim, the same or any part thereof by, through and under Seller or its predecessors in interest.

4. Effect. This Agreement is entered into in accordance with and pursuant to the terms of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish any term or provision set forth in the Purchase Agreement, including the representations, warranties and covenants of Seller contained therein.

5. Governing Law. This Agreement has been made and accepted in the State of Washington, and all rights and obligations of the parties shall be construed under and governed by the laws of the State of Washington. Personal jurisdiction over all parties hereto and venue, if any legal action, shall be in Whatcom County, Washington.

6. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument and delivered in person. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement solely for the purposes set forth above, all as of the date first above written.

DATED this 16<sup>th</sup> day of October, 2019.

**BUYER:**

CONVEYOR TECHNOLOGY, INC.

*EXHIBIT – DO NOT SIGN*

By: \_\_\_\_\_  
Justin Carmody, President

**SELLER:**

TECH-ROLL INC.

*EXHIBIT – DO NOT SIGN*

By: \_\_\_\_\_  
Ulf Hansson, President

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Justin Carmody, to me known to be the President of Conveyor Technology, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument on behalf of the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ulf Hansson, to me known to be the President of Tech-Roll Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of the corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_



**Exhibit B**  
**Patent Assignment**

**Exhibit C**  
**Trademark Assignment**

**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** (RCW 42.44.100)

State of Washington

County of Whatcom

} ss.

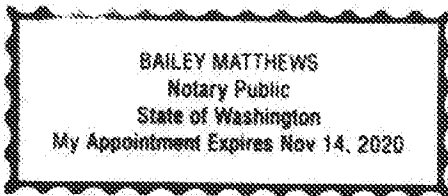
I certify that I know or have satisfactory evidence that Will Goran Hanson  
Name of Signer

is the person who appeared before me, and said  
person acknowledged that he/she signed this  
instrument and acknowledged it to be his/her free  
and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: 10/16/2019  
Month/Day/Year

[Signature]  
Signature of Notarizing Officer

Notary Public  
Title (Such as "Notary Public")



My appointment expires

11/14/2020  
Month/Day/Year of Appointment Expiration

Place Notary Seal Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Trademark Assignment

Document Date: 10/16/2019 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

**Right Thumbprint  
of Signer**

Top of thumb here

## TRADEMARK ASSIGNMENT

HANSSON MECHANICAL SYSTEMS, INC. (Assignor) a Washington State corporation, doing business at P.O. Box 959, Blaine, Washington, 98231 is the owner of the U.S. Trademark Registration set forth below.

### U.S. Trademark Applications/Registrations


Mark	Application/Registration No.
TECH-ROLL	2,538,792

CONVEYOR TECHNOLOGY, INC., (Assignee) an Arkansas corporation, doing business at P.O. Box 13618, Maumelle, Arkansas 72113, is desirous of acquiring the trademark rights of HANSSON MECHANICAL SYSTEMS, INC. (Assignor), including all applications and registrations, domestic and foreign, related to these marks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HANSSON MECHANICAL SYSTEMS, INC. (Assignor) does hereby assign, convey, and transfer to CONVEYOR TECHNOLOGY, INC. (Assignee) all right, title, and interest in and to the trademarks identified above, together with the goodwill of the business symbolized by the marks and the registrations thereof.

Signed at Chippewa Beach, County of Whatcom, State of Washington, this 16 day of October, 2019.

HANSSON MECHANICAL SYSTEMS, INC.  
(Assignor)

  
Name: Ulf Goran Hansson  
Title: President/Owner

**WASHINGTON SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT** (RCW 42.44.100)

State of Washington

County of Whatcom

} ss.

I certify that I know or have satisfactory evidence that Wif Eileen Hansson  
Name of Signer

is the person who appeared before me, and said  
person acknowledged that he/she signed this  
instrument and acknowledged it to be his/her free  
and voluntary act for the uses and purposes  
mentioned in the instrument.

Dated: 10/16/2019  
Month/Day/Year

[Signature]  
Signature of Notarizing Officer

Notary Public  
Title (Such as "Notary Public")

BAILEY MATTHEWS  
Notary Public  
State of Washington  
My Appointment Expires Nov 14, 2020

My appointment expires

11/14/2020  
Month/Day/Year of Appointment Expiration

Place Notary Seal Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to  
persons relying on the document and could prevent fraudulent removal and  
reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Assignment of Patent Rights

Document Date: 10/16/2019 Number of Pages: 1

Signer(s) Other Than Named Above: Justin Carmody

Right Thumbprint  
of Signer

Top of thumb here

## ASSIGNMENT OF PATENT RIGHTS

In consideration for the payment of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, TECH-ROLL INC. (**ASSIGNOR**), 8980 Snowy Owl Lane, Blaine Washington 98230, a Washington Corporation hereby sells, assigns and transfers to CONVEYOR TECHNOLOGY, INC. (**ASSIGNEE**), P.O. Box 13618, Maumelle, Arkansas 72113, an Arkansas Corporation, and the successors, assigns and legal representatives of the **ASSIGNEE**, the entire right, title and interest for the United States and its territorial possessions and in all foreign countries in and to any and all inventions disclosed in patent applications and/or patents identified in the table below and/or any applications, such as continuation, continuation-in-part, divisional, renewal, and/or substitute applications, related to the patents and/or patent applications identified in the table below, including all rights to claim priority to the patents and/or patent applications identified in the table below and/or any related applications, to all rights to be obtained for said inventions by the patent applications and/or patents listed in the table below and/or any related applications, and, as to patents, any reissue and/or re-examination thereof.

Patent No.	Title
9,994,398	POWERED ROLLER SYSTEMS AND METHODS
10,138,068	POWERED ROLLER SYSTEMS AND METHODS

**ASSIGNOR** hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment;

**ASSIGNOR** further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to the inventions and the Letters Patent and legal equivalents as may be known and accessible to **ASSIGNOR**, will testify as to the same in any interference, litigation or proceeding related thereto, and will promptly execute and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to enforce the Letters Patent and any equivalents thereof or which may be necessary or desirable to carry out the purposes thereof.

### ASSIGNOR:

This Assignment is executed at Whatcom County, Washington this 16 day of October 2019.

TECH-ROLL INC.

By: 

Name: Ulf Gdram Hansson

Title: President

### ASSIGNEE:

This Assignment is executed at Whatcom County, WA this 16 day of October 2019.

CONVEYOR TECHNOLOGY, INC.

By: 

Name: Justin Carmody

Title: President