

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5975854

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALBANY ENGINEERED COMPOSITES, INC.	09/28/2018
RECEIVING PARTY DATA		
Name:	BEAR CLAW TECHNOLOGIES, LLC	
Street Address:	1772 ROSS DR.	
City:	OGDEN	
State/Country:	UTAH	
Postal Code:	84403	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	13176107
CORRESPONDENCE DATA		
Fax Number:	(801)566-0750	
<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:	801-566-6633	
Email:	docket@tnw.com, Donna.Hellier@tnw.com	
Correspondent Name:	THORPE NORTH & WESTERN, LLP.	
Address Line 1:	8180 S. 700 E., SUITE 350	
Address Line 4:	SANDY, UTAH 84070	
ATTORNEY DOCKET NUMBER:	4462-32718.NP	
NAME OF SUBMITTER:	GARRON M. HOBSON	
SIGNATURE:	/Garron M. Hobson/	
DATE SIGNED:	02/21/2020	
Total Attachments: 13 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif		

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (“Assignment”) is entered into and made effective this 28th day of September, 2018, by and between ALBANY ENGINEERED COMPOSITES, INC., a New Hampshire Corporation (“Assignor”), and BEAR CLAW TECHNOLOGIES, LLC, a Utah limited liability company (“Assignee”).

WHEREAS, Assignor is the owner of those certain patents and patent applications identified and set forth on Schedule A attached hereto and made a part hereof (the “Transferred Patents”); and

WHEREAS, Assignor was assigned certain patents and patent applications via a series of patent assignments and corporate mergers, including the transfer from ITT Manufacturing Enterprises, LLC a Delaware limited liability company to Exelis, Inc., an Indiana corporation as recorded by the USPTO on January 11, 2012, Patent Reel: 027516; the transfer from Exelis Inc., to Harris Corporation, a Delaware corporation via a merger as recorded by the USPTO on January 22, 2018, Patent Reel: 045109, Frame 0388-0390; the transfer from Harris Corporation to Blue Falcon I Inc., a Delaware Corporation as recorded by the USPTO on January 22, 2016, Patent Reel: 040746, Frame 0697-0702; and

WHEREAS, pursuant to a certain Agreement and Plan of Merger dated April 8, 2016, Blue Falcon I Inc., merged its assets with those of Assignor and attached hereto and made a part of as Exhibit “A”; and

WHEREAS, Assignor wishes to assign and set over to Assignee any and all right, title and interest to said Transferred Patents, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications or patents or securing of patents in the United States and countries foreign thereto (collectively the “Patent Rights”); and

WHEREAS, Assignee, desires to acquire and obtain any and all right, title, and interest of Assignor in and to the Transferred Patents, and the Patent Rights.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, the acts to be performed by the respective parties hereto, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As of the Effective Date, Assignor does hereby irrevocably sell, assign, and transfer to Assignee and Assignee's legal representatives, successors, designees, and assigns, and Assignee hereby accepts, any and all of Assignor's entire right, title, and interest in and to the Transferred Patents and Patent Rights. Such transfer and assignment is for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor hereby covenants and agrees with Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request and cost by Assignee, without further or additional consideration or charge to Assignee, take reasonable actions and execute and deliver any and all documents and other writings and do such additional acts as Assignee may deem necessary or desirable to effect the terms of this Assignment and to perfect the title in and to those Transferred Patents, patent applications and Letters Patents, and to render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, divisionals, reexaminations, reissues, renewals, continuing prosecutions, or extended Letters Patent of the United States, or of any and all foreign countries on the Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for the full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing all rightful oaths and declarations and other affidavits and do all lawful acts requisite for procuring the same or for aiding therein. The foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

3. Assignee shall be solely responsible for all actions and costs whatsoever associated with the perfection of Assignee's right, title and interest in and to the Transferred Patents, and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Transferred Patents. Notwithstanding the above, each party is solely responsible for their respective attorneys' fees.

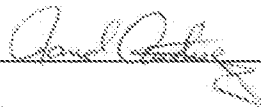
4. Assignor represents and warrants that Assignor has all right, title and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed, nor will it convey hereafter, all or any part of the Patent Rights to a third party.

5. Assignor hereby authorizes Assignee and its successors, assigns, or anyone it may properly designate, to apply for Letters Patent in the United States or corresponding documents in any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Transferred Patents and otherwise take advantage of the provisions of any international conventions.

6. Assignor authorizes Assignee, its successors and assigns, or anyone it may properly designate, to insert in this Assignment the Application number, filing date and title of the Transferred Patents.

7. This Agreement and its Schedules and Exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
ALBANY ENGINEERED COMPOSITES, INC.	BEAR CLAW TECHNOLOGIES, LLC
 (Signature)	_____ (Signature)
Jared Armstrong (Print Name)	_____ (Print Name)
Director, Contracts Management (Title)	_____ (Title)
September 28, 2018 (Date)	_____ (Date)

7. This Agreement and its Schedules and Exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
ALBANY ENGINEERED COMPOSITES, INC.	BEAR CLAW TECHNOLOGIES, LLC
_____ (Signature)	<i>Michael C. Walsh</i> (Signature)
_____ (Print Name)	Michael C. Walsh (Print Name)
_____ (Title)	CEO (Title)
_____ (Date)	12-23-19 (Date)

SCHEDULE "A"
TRANSFERRED PATENTS

Case Number	Title	Country	App Number	Filing Date	Patent Number	Issuance Date
D-IS-0049	Lightweight, easily drillable or millable slip for composite frac, bridge and drop ball plugs	U.S.A.	14/689,380	04/17/2015	9845658	12/19/2017
D-IS-0035	Well Completion Plugs with Degradable Components	U.S.A.	12/353,655	01/14/2009	8127856	03/06/2012
D-IS-0037	Combination anvil and coupler for bridge and fracture plugs	U.S.A.	12/253,337	10/17/2008	8678081	03/25/2014
D-IS-0043	Means for creating field configurable bridge, fracture or soluble insert plugs	U.S.A.	12/549,652	08/28/2009	8267177	09/18/2012
D-IS-0045	Composite downhole tool with ratchet locking mechanism	U.S.A.	12/916,095	10/29/2010	8579023	11/12/2013
D-IS-0046	Downhole tool with cones and slips	U.S.A.	13/176,107	07/05/2011	8770276	08/08/2014
D-IS-0047	Downhole tool with fluted anvil	U.S.A.	13/469,937	05/11/2012	8997859	04/07/2015

Case Number	Title	Country	App Number	Filing Date	Patent Number	Issuance Date
D-IS-0021	Drillable Down Hole Tool	U.S.A.	11/800,448	05/03/2007	7735549	06/15/2010
D-IS-0035	Well Completion Plugs with Degradable Components	U.S.A.	13/362,185	01/31/2012	8746342	06/10/2014
D-IS-0036	Downhole tool with exposable and openable flow-back vents	U.S.A.	12/253,319	10/17/2008	7900696	03/08/2011

EXHIBIT "A"
CERTIFICATE OF MERGER

State of New Hampshire

Filing fee: \$35.00
Use black print or type.

Form 17
RSA 293-A:11.05

ARTICLES OF MERGER OF DOMESTIC OR DOMESTIC AND FOREIGN CORPORATIONS

Albany Engineered Composites, Inc.
(surviving corporation)

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned domestic corporations adopt the following articles of merger for the purpose of merging them into one of such corporations:

FIRST: The plan of merger was approved by each of the undersigned corporations in the manner prescribed by the New Hampshire Business Corporation Act. **THE PLAN OF MERGER IS ATTACHED** (Note 1).

Name of Corporation: Albany Engineered Composites, Inc.

State of Incorporation: New Hampshire

(Check one) A. ☒ Shareholder approval was not required.

B. ☐ Shareholder approval was required. (Note 2)

Name of Corporation: Blue Falcon I Inc.

State of Incorporation: Delaware

(Check one) A. ☒ Shareholder approval was not required.

B. ☐ Shareholder approval was required. (Note 2)

Foreign Corporation Only (please check):

C. ☒ The laws of the state under which the foreign corporation was organized permit such a merger and the foreign corporation has complied with the laws of that state in effecting the merger.

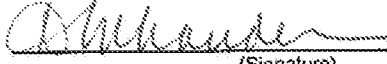
SECOND: The number of votes cast for the plan by each voting group was sufficient for approval by each voting group. (Note 2)

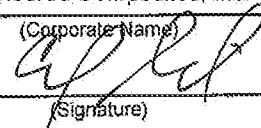
THIRD: The aggregate number of shares which the surviving corporation has authority to issue as a result of the merger is: 0

Share Type	No. of Authorized Shares	Par Value	Comments
Undeclared	100	None	

ARTICLES OF MERGER OF DOMESTIC OR
DOMESTIC AND FOREIGN CORPORATIONS

Form 17
(Cont.)

Blue Falcon I Inc. (Note 3)
(Corporate Name)
 (Note 4)
(Signature)
Diane M. Loudon
(Print or type name)
President (Note 4)
(Title)
Date signed: 4/8/2016

Albany Engineered Composites, Inc. (Note 3)
(Corporate Name)
 (Note 4)
(Signature)
Charles J. Silva, Jr.
(Print or type name)
Vice President (Note 4)
(Title)
Date signed: 4/8/2016

Notes: 1. The Plan of Merger must be submitted with this form.

2. See RSA 293-A:1.40 for definition of voting group.

3. Exact corporate names of respective corporations executing the Articles.

4. Signature and title of person signing for the corporation. Must be signed by chairman of the board of directors, president or other officer; or see RSA 293-A:1.20(f) for alternative signatures.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee and **DATED AND SIGNED ORIGINAL (INCLUDING PLAN OF MERGER)** to:
Mailing Address - Corporation Division, NH Dept. of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

Form 17 (9/2015)

PATENT

REEL: 051888 FRAME: 0884

**AGREEMENT AND PLAN OF MERGER
OF
BLUE FALCON I INC.
(a Delaware corporation)
WITH AND INTO
ALBANY ENGINEERED COMPOSITES, INC.
(a New Hampshire corporation)**

THIS AGREEMENT AND PLAN OF MERGER, dated as of April 8, 2016 (this "Plan of Merger") is entered into by and between BLUE FALCON I INC., a Delaware corporation ("Blue Falcon I") and ALBANY ENGINEERED COMPOSITES, INC., a New Hampshire corporation ("AEC").

RECITALS

WHEREAS, the Board of Directors of AEC (the "AEC Board") and the Board of Directors of Blue Falcon I (the "Blue Falcon I Board") have approved and declared advisable that Blue Falcon I merge with and into AEC (the "Merger") pursuant to the provisions of Section 253 of the Delaware General Corporation Law (the "DGCL") and Section 293-A:11.05 of the New Hampshire Business Corporation Act (the "NHBCA");

WHEREAS, pursuant to the provisions of the DGCL and NHBCA, shareholder approval of Blue Falcon I and AEC, respectively, was not required;

WHEREAS, the number of votes cast for the plan by each voting group was sufficient for approval by each voting group; and

WHEREAS, each of Blue Falcon I and AEC intends that (i) the Merger constitute a "complete liquidation" within the meaning of Section 332(a) of the Internal Revenue Code of 1986, as amended (the "Code"), (ii) this Plan of Merger constitute a "plan of liquidation" or a "plan of reorganization" for all purposes of Section 332 and Section 368 of the Code, and (iii) the Merger qualify as a tax-free reorganization pursuant to Section 368(a) of the Code.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, each of Blue Falcon I and AEC hereby agree that Blue Falcon I shall be merged with and into AEC in accordance with this Plan of Merger and the provisions of the laws of the State of New Hampshire and the State of Delaware, upon the terms and subject to the conditions set forth as follows:

THE MERGER

1. The Merger. In accordance with Section 253 of the DGCL and Section 293-A:11.05 of the NHBCA, and subject to and upon the terms and conditions of this Plan of Merger, at the Effective Time (as defined hereinafter) Blue Falcon I shall be merged with and into AEC. As a result of the Merger, the separate corporate existence of Blue Falcon I shall cease and AEC shall continue as the surviving corporation (the "Surviving Corporation"). At the Effective Time, the effect of the Merger shall be as provided in Section 259 of the DGCL and Section 293-A:11.07 of the NHBCA.

2. Effective Time. The Merger shall become effective upon the filing of a copy of the Certificate (as hereinafter defined) with the Secretary of State of the State of Delaware and the filing of the Articles of Merger (as hereinafter defined) with the Secretary of State of the State of New Hampshire (such date and time being hereinafter referred to as the "Effective Time").

3. Certificate of Incorporation. The certificate of incorporation of AEC as it exists immediately prior to the Effective Time (the "Certificate of Incorporation") shall continue in full force and effect as the certificate of incorporation of the Surviving Corporation after the Effective Time.

4. By-Laws. The by-laws of AEC as they exist immediately prior to the Effective Time (the "By-Laws") shall continue in full force and effect as the by-laws of the Surviving Corporation after the Effective Time.

5. Board of Directors and Officers of the Surviving Corporation. The directors and officers of AEC immediately prior to the Effective Time shall continue as the directors and officers of the Surviving Corporation, and shall hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Certificate of Incorporation and the By-Laws or as otherwise provided by law.

6. Effect of the Merger on Blue Falcon I Stock and AEC Stock. At the Effective Time, by virtue of the Merger and without any further action on the part of the holders of any shares of Blue Falcon I or AEC stock:

(a) each issued and outstanding share of Blue Falcon I stock shall be canceled and retired and shall cease to exist and no consideration shall be delivered in exchange thereof; and

(b) each issued and outstanding share of AEC stock shall remain issued and outstanding.

7. Tax Treatment. Blue Falcon I and AEC intend that the Merger will meet the requirements of Sections 332(a) and/or 368(a) of the Code and the rules and regulations promulgated thereunder. The parties hereto shall use their best efforts to cause the Merger to so qualify, and shall not take any action independent of the transactions contemplated by this Plan of Merger that are reasonably likely to cause the Merger to not so qualify.

8. Articles of Merger and Certificate. Blue Falcon I and AEC agree that they will cause to be executed, filed and recorded any document or documents necessary or desirable to effectuate the Merger, including, but not limited to, Articles of Merger, substantially in the form attached hereto as Exhibit A, as prescribed by Section 11.06 of the NHBCA (the "Articles of Merger"), and a Certificate of Ownership and Merger, substantially in the form attached hereto as Exhibit B, as prescribed by Section 253 of the DGCL (the "Certificate"), and, if necessary, the laws of any other state, and that they will cause to be performed all necessary acts within the State of New Hampshire, the State of Delaware and elsewhere to effectuate the Merger.

9. Termination. The Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of either the AEC Board or the Blue Falcon I Board if such board should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Plan of Merger shall become void and neither Blue Falcon I nor AEC nor their respective stockholders, directors or officers shall have any liability with respect to such termination and abandonment.

10. Amendment. At any time prior to the Effective Time, this Plan of Merger may, to the extent permitted by the DGCL or the NHBCA, be supplemented, amended or modified by the mutual consent of the Blue Falcon I Board and the AEC Board.

11. Governing Law. This Plan of Merger shall be governed by and construed and enforced under the laws of the State of New Hampshire, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof.

12. Successors and Assigns. This Plan of Merger shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Plan of Merger or any of its rights, interests or obligations hereunder without the prior written approval of the other party.

13. No Third Party Beneficiaries. This Plan of Merger shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

14. Headings. The section headings contained in this Plan of Merger are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Plan of Merger.

15. Severability. Any term or provision of this Plan of Merger that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Plan of Merger shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

16. Entire Agreement. This Plan of Merger, including the agreements, documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

17. Counterparts. This Plan of Merger may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

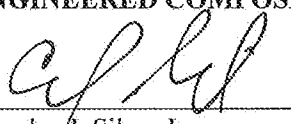
(Signature page follows)

IN WITNESS WHEREOF, each of the parties hereto has caused this Plan of Merger to be signed by their respective duly authorized signatories on the date first above written.

BLUE FALCON I INC.

By: 
Name: Diane M. Loudon
Title: President

ALBANY ENGINEERED COMPOSITES, INC.

By: 
Name: Charles J. Silva, Jr.
Title: Vice President

[Signature Page to Agreement and Plan of Merger]