

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5981322

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SHARP SYSTEMS, LLC	08/16/2019
RECEIVING PARTY DATA	
Name:	THE HILLMAN GROUP, INC.
Street Address:	10590 HAMILTON AVENUE
City:	CINCINNATI
State/Country:	OHIO
Postal Code:	45231
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	8915766
Patent Number:	10272535
Application Number:	16297375
Application Number:	62715747
Application Number:	62659217
Application Number:	62578523
PCT Number:	US2018052304
CORRESPONDENCE DATA	
Fax Number:	(202)408-4400
<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:	202-408-4000
Email:	faxserve@finnegan.com
Correspondent Name:	FINNEGAN, HENDERSON ET AL.
Address Line 1:	901 NEW YORK AVENUE, NW
Address Line 4:	WASHINGTON, D.C. 20001-4413
ATTORNEY DOCKET NUMBER:	06047.0213-00000
NAME OF SUBMITTER:	CECELIA BROWN
SIGNATURE:	/CECELIA BROWN/
DATE SIGNED:	02/25/2020

Total Attachments: 4

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ASSIGNMENT AND ASSUMPTION OF PATENT RIGHTS

THIS PATENT ASSIGNMENT (the “Assignment”) is executed, acknowledged, and delivered by Sharp Systems, LLC, a California Limited Liability Company, with its principal place of business located at 3185 Kipling Street, Palo Alto, CA 94306 (“Assignor”) and The Hillman Group, Inc., a Delaware corporation, with its principal place of business located at 10590 Hamilton Avenue, Cincinnati, OH 45231 (“Assignee”), in accordance with, and pursuant to the terms and conditions of the Asset Purchase Agreement having an Effective Date of August 16, 2019 (the “Agreement”) between Assignor, as Seller and Assignee as Buyer.

“Listed Patents” means the patent applications and patents listed on Exhibit A.

“Patents” means: (a) the Listed Patents; (b) all patents or patent applications from which any of the Listed Patents claims priority; (c) all patents or patent applications claiming priority to any of the patents or patent applications in (a)-(b) including any continuations, divisionals, and continuations-in-part; (d) all reissues, reexaminations, or extensions of any of the patents and patent applications in (a)-(c); and (e) all foreign patents or patent applications that correspond to any of the patents or patent applications in (a)-(d) and/or that have substantially identical disclosures to any of the patents or patent applications in (a)-(d).

NOW THEREFORE, be it known that, for good and valuable consideration, the receipt of which from Assignee is hereby acknowledged, Assignor, has sold, assigned, transferred, and set over, and does hereby irrevocably sell, assign, transfer, and set over unto the Assignee, and Assignee hereby accepts, its entire right, title, and interest (i) in and to these inventions, the Patents, all divisions, and continuations thereof, and all United States Letters Patent which may be granted thereon, and all reissues thereof, the same to be held and enjoyed by Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief, and other remedies for past, present, and future infringement of the Patents; and (iii) to apply in any and all countries of the world for patents, certificates of invention, or other governmental grants for the Patents. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the respective patent office or governmental agency in each foreign jurisdiction, to issue any and all Letters Patent or certificates of invention which may be granted upon these inventions and the Patents in the name of Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that it will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to it respecting these inventions and the Patents, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to these inventions and the Patents, in said Assignee, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for these inventions, and the Patents, in the United States and all

foreign territories, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States of America in respect to patent issues, and in all other respects by the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 16 day of August, 2019.

ASSIGNOR

Sharp Systems, LLC

By:

Signature:

DocuSigned by:
David Lyons
E9F25C2A8580400

Typed Name:

David Lyons

Title:

Founder

Date:

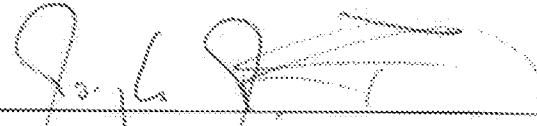
8/16/2019

ASSIGNEE

The Hillman Group, Inc.

By:

Signature:



Typed Name:

Douglas D. Roberts

Title:

General Counsel and Secretary

Date:

8/16/19

EXHIBIT A

- U.S. Patent No. 8,915,766, issued December 23, 2014;
- U.S. Patent Application No. 14/284,903, filed May 22, 2014;
- U.S. Patent No. 10,272,535, issued April 30, 2019;
- U.S. Patent Application No. 16/138,905, filed September 21, 2018;
- U.S. Patent Application No. 16/297,375, filed March 8, 2019;
- U.S. Provisional Patent Application No. 62/715,747, filed August 7, 2018;
- U.S. Provisional Patent Application No. 62/659,217, filed April 18, 2018;
- U.S. Provisional Patent Application No. 62/578,523, filed October 30, 2017;
- PCT International Patent Application No. PCT/US2018/052304, filed September 21, 2018