

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5982070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RCR INTERNATIONAL INC.	03/07/2018
RECEIVING PARTY DATA	
Name:	LOXGREEN CANADA LTD.
Street Address:	5720 AMBLER DR
City:	MISSISSAUGA
State/Country:	CANADA
Postal Code:	L4W 2B1
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7118791
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:	405-229-9709
Email:	sean@oconnellpllc.com
Correspondent Name:	SEAN V. O'CONNELL
Address Line 1:	3812 TIMBERLINE PL
Address Line 4:	EDMOND, OKLAHOMA 73013
ATTORNEY DOCKET NUMBER:	237-003
NAME OF SUBMITTER:	SEAN V. O'CONNELL
SIGNATURE:	/Sean O'Connell/
DATE SIGNED:	02/25/2020
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is made and entered into as of this 7 of March, 2018, by and between **RCR International Inc.**, an entity organized and existing under the Laws of Canada, having an address at 180, rue de Normandie, Boucherville, QC J4B 5S7 ("**RCR**") and **Loxcreen Canada Ltd.**, an entity organized and existing under the Laws of Ontario, having an address at 5720 Ambler Drive, Mississauga, ON L4W 2B1 ("**Loxcreen**"). RCR and Loxcreen are collectively referred to as the "**Parties**" and individually as a "**Party**".

RECITALS:

- (a) The Parties entered into an Asset Purchase Agreement dated February 25, 2018 (the "**Asset Purchase Agreement**").
- (b) Under the Asset Purchase Agreement, RCR assigned, transferred and conveyed, to Loxcreen, effective as of March 7, 2018 (the "**Effective Date**"), any and all of its right, title and interest in the Intellectual Property owned and used in the Purchased Business (as such terms are defined in the Asset Purchase Agreement).
- (c) The Assignment is intended to confirm the assignment, transfer and conveyance to Loxcreen of the Intellectual Property owned by RCR and used in the Purchased Business effective as of the Effective Date.

IN CONSIDERATION OF THE ABOVE AND FOR OTHER GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which are hereby acknowledged by each of the Parties), the Parties agree as follows:

1. **Definitions**

Capitalized terms in this Assignment have the meanings given to such terms in the Asset Purchase Agreement.

2. **Assignment**

- a. RCR hereby confirms that it has assigned, transferred and conveyed to Loxcreen, effective as of the Effective Date, any and all of its right, title and interest in the Intellectual Property owned and used in the Purchased Business, including the Intellectual Property listed in **Schedule 1** to this Assignment (the "**Assigned Intellectual Property**").

3. **Other Rights**

The assignment, transfer and conveyance of the Assigned Intellectual Property hereunder includes the right to bring a claim, litigation or other proceeding, at law or in equity or otherwise, for any past, present and/or future infringement, breach, interference, violation, dilution, depreciation or misappropriation of such Assigned Intellectual Property and to receive

all monies, income, royalties, damages, compensation and other relief in connection with such Assigned Intellectual Property.

4. **Further Assurances**

RCR agrees, with reasonable diligence, to do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Assignment, and RCR shall provide such further documents or instruments required by Loxcreen as may be reasonably necessary to effect the purpose of this Assignment and carry out its provisions, whether before or after the Effective Date.

5. **Miscellaneous Provisions**

- a. **Expenses.** Each Party will pay for its own fees and expenses incurred in connection with this Assignment.
- b. **Amendments.** This Assignment may only be amended, supplemented or otherwise modified by written agreement signed by each Party.
- c. **Severability.** If any provision of this Assignment is determined to be illegal, invalid or unenforceable, in whole or in part, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision or part thereof will be severed from this Assignment and the remaining part of such provision and all other provisions will continue in full force and effect.
- d. **Governing Law.** This Assignment is governed by, and shall be interpreted and enforced in accordance with the Laws of the province of Quebec and the federal Laws of Canada applicable therein. The Parties agree that the courts of the District of Montréal, Province of Quebec, Canada, will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this Assignment, and waive and objections to the assertion or exercise of jurisdiction by such courts, including any objection on based *forum non conveniens*.
- e. **Headings.** The paragraph headings contained in this Assignment are for convenient reference only and shall not affect the meaning or interpretation hereof.
- f. **Successors and Assigns.** This Assignment is binding upon and enures to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.
- g. **Counterparts.** This Assignment may be executed and delivered in separate counterparts (including by facsimile, email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same agreement.

- h. **English Language.** The Parties have agreed that this Assignment as well as any Notice, document or instrument relating to it be drawn up in English only but without prejudice to any such Notice, document or instrument which may from time to time be drawn up in French only or in both French and English. *Les parties aux présentes ont convenu que la présente convention ainsi que tous autres avis, actes ou documents s'y rattachant soient rédigés en anglais seulement mais sans préjudice à tous tels avis, actes ou documents qui pourraient à l'occasion être rédigés en français seulement ou à la fois en anglais et en français.*

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers.

RCR INTERNATIONAL INC.

By: 

Name:

Title:

Date: March 7, 2018

LOXCREEN CANADA LTD.

By: _____

Name:

Title:

Date:

Signature Page to IP Assignment Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed by their respective authorized officers.

RCR INTERNATIONAL INC.

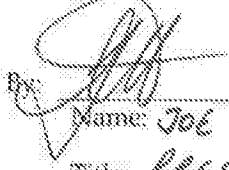
By: _____

Name:

Title:

Date:

LOXCREEN CANADA LTD.

By:  _____

Name: JOE CORMIER

Title: PRESIDENT

Date: March 7, 2018

Signature Page to IP Assignment Agreement

SCHEDULE 1

Intellectual Property

1. Canadian Patents and Published Patent Applications

Patent / Patent Application No.	Title	Owner
2442220	DEVICE FOR CONCEALING CAULKING JOINT AND METHOD	RCR INTERNATIONAL INC.
2986737	WINDOW INSULATING FILM ROLL, KIT AND METHOD OF INSTALLATION	RCR INTERNATIONAL INC.
2986742	DOOR SWEEP	RCR INTERNATIONAL INC.

2. United States Patents and Published Patent Applications

Patent / Patent Application No.	Title	Owner
7,118,791	DEVICE FOR CONCEALING CAULKING JOINT AND METHOD	RCR INTERNATIONAL INC.
62/426,289 62/517,577 62/529,821	WINDOW INSULATING FILM ROLL, KIT AND METHOD OF INSTALLATION	RCR INTERNATIONAL INC.
62/426,292 62/426,277 62/426,278	DOOR SWEEP	RCR INTERNATIONAL INC.




3. Canadian Trademark Registrations and Applications

Trademark	Logo	Registration No.	Application No.
CLIMA 2000		TMA333,276	548,952
CLIMA-FOAM		TMA436,584	726,737
CLIMALOC		TMA227,814	404,484
CLIMALOC			404,484(02)
CLIMALOC PLUS		TMA963,043	1,681,374
CLIMALOC PRO-SPEC		TMA849,813	1,546,438

Trademark	Logo	Registration No.	Application No.
CLIMASHIELD		TMA694,504	1,226,895
CLIMASHIELD & DESSIN		TMA494,350	840,838
Comfort Plus		TMA785,994	1,415,236
easy screen		TMA710,165	1,349,339
ESKIMO		UCA14785	178,311
ESSENTIA		TMA984,241	1,759,832
ESSENTIA			1,827,195
GATORBACK		TMA497,231	848,573
PERMA STIK & DESIGN		TMA309,205	521,893
PERMA-STIK		TMA122,481	241,106
Polar Grip		TMA783,893	1,415,309
RCR & DESIGN		TMA150,345	297,088
SEAL-A CRACK		TMA463,505	666,372
SEASONPROOF YOUR HOME			1,805,002
T majuscule formé de 5 carreaux, autres lettres inscrites en italique		TMA789,242	1,468,414
TAGO & DESIGN		TMA499,657	859,103
TOPSI		TMA881,006	1,575,240
T-REX		TMA895,167	1,575,244
T-REX 3-IN-1 SYSTEM & DESIGN		TMA562,168	1,046,480
UNITRIM		TMA564,441	1,061,531
W.J. DENNIS			1,784,980

4. United States Trademark Registrations and Applications

Trademark	Logo	Registration No.	Serial No. Number
CLIMALOC		5,024,818	86-324908

Trademark	Logo	Registration No.	Serial No. Number
CLIMALOC PLUS			86-323251
CLIMALOC PRO-SPEC		4,548,003	85-442065
COMFORT SEAL RCR D DENNIS		3,444,987	77-313322
		2,284,589	75-387722
ESKIMO		2,275,336	75-357865
ESKIMO		4,801,820	85-682015
ESSENTIA			86-853072
ESSENTIA			87-374627
ITILE		4,192,369	77-953421
POLAR GRIP		4,797,907	86-301956
RCR		4,758,841	86-332769
SEASONPROOF YOUR HOME			87-211829
TOPSI		4,665,442	85-612545
T-REX		4,771,062	85-612585
W.J. DENNIS			87-062088

5. Domain Names

Site	Registrar	Hosting
Climaloc.ca	GoDaddy	Pagely
Climaloc.info	GoDaddy	No website, no redirection
Climaloc.net	GoDaddy	No website, no redirection
Climaloc.org	GoDaddy	No website, no redirection
climalocsolutions.ca	GoDaddy	No website, no redirection
climalocsolutions.com	GoDaddy	Pagely, same as Climaloc.ca
rcr-energysaving.com	GoDaddy	Ip Communication
rcr-essentia.com	GoDaddy	No website, no redirection
rcressentia.com	GoDaddy	No website, no redirection
rcrint.biz	GoDaddy	Redirection to rcrint.com
rcrint.ca	GoDaddy	Redirection to rcrint.com
rcrint.net	GoDaddy	Redirection to rcrint.com
rcrint.org	GoDaddy	Redirection to rcrint.com

rcrint.us	GoDaddy	Redirection to rcrint.com
rcrint.com	GoDaddy	Ip Communication
Wjdennis-rcr.com	GoDaddy	PowerDNN