

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5993871

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MORAY GROUP LLC	02/24/2020
RECEIVING PARTY DATA	
Name:	MORAY GROUP, LLC
Street Address:	704 HWY 71 W
Internal Address:	BUILDING E
City:	BASTROP
State/Country:	TEXAS
Postal Code:	78602
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16639886
CORRESPONDENCE DATA	
Fax Number:	(319)286-7050
<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:	3192867000
Email:	ptomail@nyemaster.com
Correspondent Name:	RYAN N. CARTER
Address Line 1:	625 FIRST STREET SE
Address Line 2:	SUITE 400
Address Line 4:	CEDAR RAPIDS, IOWA 52401
NAME OF SUBMITTER:	STEPHANIE L FRANTZ
SIGNATURE:	/Stephanie L Frantz/
DATE SIGNED:	03/03/2020
Total Attachments: 6	
source=Patent_Moray_Assignment#page1.tif	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made, entered into and effective as of this February 25, 2020 ("the "Effective Date"), by Moray Group, LLC, a Delaware limited liability company ("Assignee"), and Moray Group LLC, a Texas limited liability company ("Assignor"). All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement dated as of the Effective Date (the "Purchase Agreement"), by and among the Assignor, the Assignee and the other parties signatory thereto.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to the Assignee all of Assignor's right, title and interest in the Patents set forth in Schedule 1 attached, which includes letters patent and patent applications and all reissues thereof and reexamination certificates therefore, and the inventions disclosed therein (the "Assigned Assets");

WHEREAS, the Assignor has agreed to execute this Assignment to enable the Assignee to record the assignment of all of the Assignor's right, title and interest in and to the Assigned Assets and all other rights, including the right to sue and recover (for the sole use and benefit of the Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation or damage, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties, if any, in the Assigned Assets throughout the world (the "Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, each party agrees as follows:

1. Assignment. Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the world, in and to the Assigned Assets and Related Rights; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the world in and to said inventions, any other patent applications (including provisional, non-provisional, divisional, continuing, continuation-in-part, foreign/national phase, or reissue applications) based in whole or in part on the Assigned Assets in any country which have been or may be granted. The Assignee will hold all right, title and interest in and to the Assigned Assets and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests the Assignee to request the U.S. Patent and Trademark Office and any other registering body throughout the world (each, a "Registrar") to record the Assignee as the assignee of the Assigned Assets. The Assignor shall, promptly upon presentation by the Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by such Registrar. The Assignor covenants that the Assignor has full right to convey all interest in and to the Assigned Assets, and that the Assignor has not executed, and will not execute, any agreements in conflict with this covenant.

3. Power of Attorney. Assignor irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact. The appointment is coupled with an interest, to act for and on his behalf to execute, verify and file any such documents and to do all other

lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by Assignor. Such rights and authority may be exercised by Assignee if Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with these actions specified.

4. Waiver of Rights. Assignor will not assert any rights to any Assigned Assets or Related Rights after the Effective Date of this Agreement.

5. Further Assurances. Each party shall, upon the request of the other party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

6. Entire Agreement. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

7. Successors and Assigns. This Assignment shall be binding upon each party and its respective successors and assigns.

8. Governing Law. The parties specifically agree that this Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

9. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. This Agreement, and any amendments, to the extent signed and delivered by means of facsimile transmission or as an attachment to an electronic mail message in "PDF" or similar format, shall be treated in all manner and respects as an original agreement or instrument and shall have the same binding legal effect as if it were the original signed version delivered in person.

Signatures on following page.

ASSIGNOR:

MORAY GROUP LLC

by: K. Baylor
Name: Kevin Taylor
Title: President

STATE OF Texas

COUNTY OF Bastrop

On this day, February 24, 2020, before me personally appeared the above named individual, to be known and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

I have set my hand and affixed my official seal the day and year first above written.

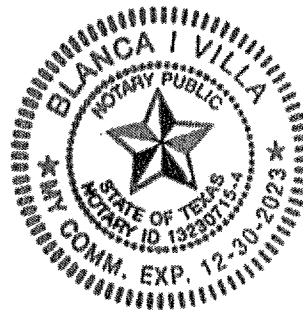
Notary Public: Blanca I. Villa

My Commission Expires: December 30, 2023

ASSIGNEE:

MORAY GROUP, LLC

by: _____
Name: _____
Title: _____

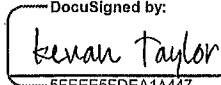


Signature Page to Patent Assignment Agreement

EXECUTION VERSION

ASSIGNOR:

MORAY GROUP LLC

By:  5FEEEE5FDEA1A447...
Name: Kevan Taylor
Title: President

STATE OF

COUNTY OF

On this day, February [], 2020, before me personally appeared the above named individual, to me known and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

I have set my hand and affixed my official seal the day and year first above written.

Notary Public: _____

My Commission Expires: _____

ASSIGNEE:

MORAY GROUP, LLC

By: _____

Name: _____

Title: _____

EXECUTION VERSION

ASSIGNOR:

MORAY GROUP LLC

By: _____

Name: _____

Title: _____

STATE OF

COUNTY OF

On this day, February [], 2020, before me personally appeared the above named individual, to me known and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

I have set my hand and affixed my official seal the day and year first above written.

Notary Public: _____

My Commission Expires: _____

ASSIGNEE:

MORAY GROUP, LLC

By:  _____
21038B108BEF488...

Name: Harley Kaplan

Title: CEO

SCHEDULE 1

Patent Title	Owner	Inventors	Serial #	Filed Date
Method, Apparatus, and System for Lining Conduits	Moray Group, LLC (Texas limited liability company)	Kevan Taylor	PCT/US2018/000335	23 August 2018
Method, Apparatus, and System for Lining Conduits	Moray Group, LLC (Texas limited liability company)	Kevan Taylor	US Pat. App. No. 62/547,690	18 August 2017
Method, Apparatus, and System for Lining Conduits	Moray Group, LLC (Texas limited liability company)	Kevan Taylor	US Pat. App. No. 16/639,886	February 18, 2020
Method, Apparatus, and System for Lining Conduits	Moray Group, LLC (Texas limited liability company)	Kevan Taylor	Mexican Pat. App. No. MX/A/2020/001905	February 18, 2020

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