

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6010659

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	IP ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA		
Name		Execution Date
ARROWS UP, LLC		03/06/2020
RECEIVING PARTY DATA		
Name:	SANDBOX LOGISTICS, LLC	
Street Address:	3200 SOUTHWEST FREEWAY, 13TH FLOOR	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77027	
PROPERTY NUMBERS Total: 28		
Property Type	Number	
Patent Number:	8616370	
Patent Number:	8887914	
Patent Number:	9617065	
Patent Number:	9650216	
Patent Number:	9758993	
Patent Number:	9783338	
Patent Number:	9796504	
Patent Number:	9828135	
Patent Number:	9988182	
Patent Number:	10189599	
Patent Number:	10287091	
Patent Number:	10308421	
Patent Number:	10486854	
Application Number:	62084697	
Application Number:	62357023	
Application Number:	61755240	
Application Number:	62410089	
Application Number:	15634018	
Application Number:	15635850	
Application Number:	15952456	

PATENT

Property Type	Number
Application Number:	16160510
Application Number:	16196901
Application Number:	16402663
Application Number:	16402689
Application Number:	16412181
Application Number:	16439321
Application Number:	16448833
Application Number:	16665488

CORRESPONDENCE DATA

Fax Number: (480)385-5061

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.

Phone: 4803855060

Email: USSilica@lkglobal.com

Correspondent Name: LORENZ & KOPF, LLP (U.S. SILICA COMPANY)

Address Line 1: 7010 E. COCHISE ROAD

Address Line 4: SCOTTSDALE, ARIZONA 85253

ATTORNEY DOCKET NUMBER:	IP ASSIGNMENTS - SANDBOX
NAME OF SUBMITTER:	DAVID A. MCCLAUGHRY
SIGNATURE:	/DAVID A. MCCLAUGHRY/
DATE SIGNED:	03/12/2020

Total Attachments: 7

source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page1.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page2.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page3.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page4.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page5.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page6.tif
source=20200312_ArrowsUpLLC - Patent Assignment Agreement#page7.tif

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (this “**Agreement**”) is dated as of March 6, 2020 (the “**Effective Date**”), by and between Arrows Up, LLC, a Colorado limited liability company (“**Assignor**”), and SandBox Logistics, LLC, a Texas limited liability company (“**Assignee**”).

WHEREAS, Assignor is the owner of certain Intellectual Property rights listed on Exhibit A hereto, including any associated technical information, manufacturing drawings, designs, know-how, research and development, technical data, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, ideas, creations, improvements, and other similar materials and tangible embodiments of the foregoing (the “**IP Rights**”);

WHEREAS, Assignor wishes to transfer and assign to Assignee, and Assignee wishes to acquire and assume from Assignor, all of Assignor’s right, title, and interests in and to the IP Rights, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. The following terms have the meanings specified or referred to in this Section 1:

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Bill of Sale**” means that certain Bill of Sale, Assignment and Assumption Agreement, dated of even date herewith, between Assignor and Assignee.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Intellectual Property**” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) (“**Patents**”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”); (d) internet domain names, whether or not Trademarks, all associated web addresses, URLs, websites and web pages and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable),

discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (i) all other intellectual or industrial property and proprietary rights.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Settlement Agreement**” means that certain Settlement Agreement, dated of even date herewith, between U.S. Silica Company, Assignee, OmniTRAX Sand Holdings, LLC, Assignor, OmniTRAX Inc. and Broe Management Company, LLC.

Section 2. IP Rights Assignment. Assignor hereby assigns, and agrees to assign, to Assignee all of the right, title and interest it owns, throughout the world, in and to the IP Rights, and all of Assignor’s rights of action accrued under and by virtue thereof, including the right to sue and recover for past infringement (the “**IP Rights Assignment**”). The parties agree that the IP Rights Assignment is effective and irrevocable as of the Effective Date. Exhibit A sets forth a true, complete, and correct list of the Assignor’s Patents and Trademarks. The IP Rights are being sold on an as-is basis. Except for the representations and warranties set forth in the Settlement Agreement and the Bill of Sale, Assignor makes no representations or warranties (a) regarding the validity, enforceability, value or usefulness of any of the IP Rights, (b) that the IP Rights have not expired or been canceled or abandoned, (c) that the use of the IP Rights does not infringe, violate, dilute or misappropriate the rights of any third party, (d) that no third party is infringing, violating, diluting or misappropriating the IP Rights, and (e) as to the confidential nature of any of the IP Rights. ASSIGNOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THE SETTLEMENT AGREEMENT AND BILL OF SALE, NON-INFRINGEMENT WITH RESPECT TO THE IP RIGHTS.

Section 3. Covenant Not to Sue. Assignor, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) Assignee or any of its Affiliates on the basis of any IP Rights.

Section 4. Further Assurances. Assignor agrees that it shall execute and deliver further instruments of conveyance, transfer and assignment as requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take any and all other commercially reasonable actions as Assignee, its successors, or assigns may reasonably request (at Assignee’s expense) to effectively assign, convey, transfer, protect, enforce, and exploit the IP Rights (to the extent that Assignor has the right to do so) and all rights owned by Assignor therein to Assignee, its successors, or assigns.

Section 5. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 6. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term

or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 8. Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties will be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

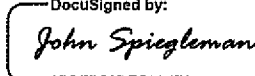
Section 9. Execution of Agreement; Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail (including “.pdf” format), or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement, will be disregarded in determining the party’s intent or the effectiveness of such signature.

[Signature page follows]

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

ASSIGNOR:

ARROWS UP, LLC

By:  DocuSigned by:
Name: John Spiegleman
Title: Manager

ASSIGNEE:

SANDBOX LOGISTICS, LLC

By: _____
Name: _____
Title: _____

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

ASSIGNOR:

ARROWS UP, LLC

By: _____
Name:
Title:

ASSIGNEE:

SANDBOX LOGISTICS, LLC

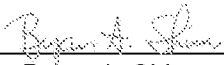
By:  _____
Name: Bryan A. Shinn
Title: Chief Executive Officer

EXHIBIT A**Patents**

ISSUED PATENTS					
NGE NO.	COUNTRY	PATENT NO. / APPLICATION NO.	ISSUE DATE	TITLE; INVENTOR(S)	STATUS
028871-0002	U.S.	8,616,370 / 12/914,075	12/31/2013	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0004	U.S.	8,887,914 / 13/249,688	11/18/2014	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0011	U.S.	9,617,065 / 14/516,292	4/11/2017	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0008	U.S.	9,650,216 / 14/158,158	5/16/2017	Bulk Material Shipping Container Unloader; Allegretti	Issued
028871-0023	U.S.	9,758,993 / 15/631,737	9/12/2017	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0024	U.S.	9,783,338 / 15/632,696	10/10/2017	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0025	U.S.	9,796,504 / 15/634,383	10/24/2017	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0026	U.S.	9,828,135 / 15/637,325	11/28/2017	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0017	U.S.	9,988,182 / 15/471,896	6/5/2018	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0027	U.S.	10,189,599/ 15/973,796	1/29/2019	Bulk Material Shipping Container; Allegretti, et al.	Issued
028871-0035	U.S.	10,287,091/ 15/951,606	5/14/2019	Bulk Material Shipping Container Unloader; Allegretti	Issued
028871-0020	U.S.	10,308,421/ 15/489,074	6/4/2019	Bulk Material Shipping Container Unloader; Allegretti	Issued
028871-0041	U.S.	10,486,854/ 16/217,940	11/26/2019	Bulk Material Shipping Container; Allegretti, et al.	Issued

PENDING PATENT APPLICATIONS					
NGE NO.	COUNTRY	APPLICATION NO.	FILING DATE	TITLE; INVENTOR(S)	STATUS
028871-0006	U.S.	62/084,697	11/26/2014	Shipping and Storage Container; Allegretti	Expired
028871-0013	U.S.	62/357,023	6/30/2016	Bulk Material Shipping Container; Allegretti, et al.	Expired
028871-0005	U.S.	61/755,240	1/22/2013	Bulk Material Shipping Container Unloader; Allegretti	Expired
028871-0015	U.S.	62/410,089	10/19/2016	Bulk Material Shipping Container Unloader; Allegretti, et al.	Expired
028871-0018	U.S.	15/634,018	6/27/2017	Bulk Material Shipping Container; Allegretti, et al.	Pending – Allowed
028871-0019	U.S.	15/635,850	6/28/2017	Bulk Material Shipping Container Unloader; Allegretti	Pending
028871-0040	U.S.	15/952,456	4/13/18	Bulk Material Shipping Container Unloader; Allegretti	Pending – Allowed
028871-0037	U.S.	16/160,510	10/15/2018	Bulk Material Shipping Container Top Wall Assembly and Bulk Material Shipping Container Having a Top Wall Assembly; Allegretti, et al.	Pending
028871-0036	U.S.	16/196,901	11/20/2018	Bulk Material Shipping Container; Allegretti, et al.	Pending
028871-0043	U.S.	16/402,663	5/3/2019	Bulk Material Conveyor; Allegretti, et al.	Pending
028871-0039	U.S.	16/402,689	5/3/2019	Bulk Material Shipping Container Trailer; Allegretti, et al.	Pending
022871-0038	U.S.	16/412,181	5/14/2019	Bulk Material Shipping Container Unloader Apparatus; Allegretti, et al.	Pending (There is one inventor of this patent application that has not assigned its rights to Assignee and has not signed the Inventor Declaration)
028871-0042	U.S.	16/439,321	6/12/2019	Bulk Material Shipping Container Trailer; Allegretti, et al.	Pending
028871-0045	U.S.	16/448,833	6/21/2019	Container Tracking Device Mounting Assembly; Smeak	Pending
028871-0048	U.S.	16,665,488	10/28/2019	Bulk Material Shipping Container; Allegretti, et al.	Pending