

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6121787

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>SEQUENCE:</b>	1	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	VICTOR BOTA	02/01/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	CLEVELAND TOOL AND MACHINE, LLC	
<b>Street Address:</b>	4750 VALLEY WOODS DRIVE	
<b>City:</b>	INDEPENDENCE	
<b>State/Country:</b>	OHIO	
<b>Postal Code:</b>	44131	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	6105227
	Patent Number:	6363764
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(440)352-3469	
<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>		
<b>Phone:</b>	440-352-3391	
<b>Email:</b>	jstrickland@dworkenlaw.com	
<b>Correspondent Name:</b>	JOSHUA J STRICKLAND	
<b>Address Line 1:</b>	60 SOUTH PARK PLACE	
<b>Address Line 4:</b>	PAINESVILLE, OHIO 44077	
<b>NAME OF SUBMITTER:</b>	JOSHUA J STRICKLAND	
<b>SIGNATURE:</b>	/Joshua J Strickland/	
<b>DATE SIGNED:</b>	05/26/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 2</b>		
source=Fully Executed Bill of Sale and Assignment-Victor Bota.PDF Copy#page1.tif		
source=Fully Executed Bill of Sale and Assignment-Victor Bota.PDF Copy#page2.tif		

## BILL OF SALE AND ASSIGNMENT

This BILL OF SALE, AND ASSIGNMENT (this "Bill of Sale"), is made as of February 1, 2020 (the "Closing Date"), from Victor Bota, individually, (the "Seller"), to Cleveland Tool and Machine, LLC, (the "Buyer").

**WHEREAS**, Buyer and Bota are parties to an Asset Purchase Agreement, effective February 1, 2020 (the "Agreement"), pursuant to which Buyer purchased Personal Intellectual Property, which consists of intellectual property rights, inclusive of any all patents, trademarks, and copyrights, executed or pending in relation to the machinery used in the operations of Cleveland Tool & Machine, Inc., Cleveland Tool & Machine Disc. Inc., and Mercia CTM LTD., and not assigned or owned by Seller, but owned personally by Bota, free and clear of all encumbrances. (The "Personal Intellectual Property"), as defined by the Agreement, and listed as Exhibits thereto; and

**WHEREAS**, the Personal Intellectual Property include United States patent numbers: US 6,105,227; and US 6,363,764 (collectively, the "Patents"); and

**WHEREAS**, it is the purpose of Bota hereunder to sell and transfer the Personal Intellectual Property to Buyer; and

**WHEREAS**, it is the purpose of Buyer hereunder to assume the Personal Intellectual Property described the Agreement; and

**WHEREAS**, unless the context clearly indicates otherwise, capitalized terms used herein shall have the meanings set forth in the Agreement.

**THEREFORE**, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby grant, bargain, sell, assign, convey, transfer, and deliver to Buyer all right, title, and interest in and to the Personal Intellectual Property.

**TO HAVE AND TO HOLD** the same unto Buyer and its successors and assigns, for its and their own use, benefit, and behalf forever.

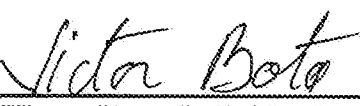
Buyer hereby acknowledges that (a) Bota is making no representation or warranty with respect to the Personal Intellectual Property except as specifically set forth in the Agreement, and (b) the Personal Intellectual Property is sold AS IS, WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer does hereby unconditionally assume and shall pay the sum of One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00) to Bota and to save Bota harmless therefrom. Buyer shall assume all liabilities of Bota as stated in the Agreement.

Nothing in this instrument, express or implied, is intended or will be construed to confer upon, or to give to, any person, firm, or corporation other than Buyer, and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants, or condition hereof, and all the terms, covenants and conditions, promises and

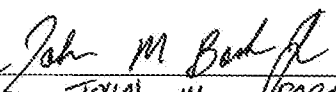
agreements in this instrument contained will be for the sole and exclusive benefit of Buyer and its respective successors and assigns.

This Bill of Sale may be executed in two (2) or more counterparts for the convenience of the parties hereto, all of which together shall constitute one (1) and the same agreement.

For the Seller:
 Victor Bota, Individually

**BUYER:**

Cleveland Tool and Machine, LLC

By:   
Name: JOHN M BORTAN JR  
Title: MANAGING PARTNER