

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6123261

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CHEM-TAINER INDUSTRIES INC.	11/18/2019
RECEIVING PARTY DATA		
Name:	TANK HOLDING CORP.	
Street Address:	6940 O STREET, SUITE 100	
City:	LINCOLN	
State/Country:	NEBRASKA	
Postal Code:	68510	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	6932192	
Patent Number:	7647880	
Patent Number:	8764033	
Patent Number:	9162400	
Patent Number:	D537261	
CORRESPONDENCE DATA		
Fax Number:	(913)647-9057	
<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:	9136479050	
Email:	patdocketing.luebbering@hoveywilliams.com	
Correspondent Name:	THOMAS B. LUEBBERING	
Address Line 1:	10801 MASTIN BLVD., SUITE 1000	
Address Line 4:	OVERLAND PARK, KANSAS 66210	
ATTORNEY DOCKET NUMBER:	2498.00000	
NAME OF SUBMITTER:	THOMAS B. LUEBBERING	
SIGNATURE:	/Thomas B. Luebbering/	
DATE SIGNED:	05/27/2020	
Total Attachments: 5		
source=PTO_Patent_Assignment_Chem-Tainer#page1.tif		

source=PTO_Patent_Assignment_Chem-Tainer#page2.tif
source=PTO_Patent_Assignment_Chem-Tainer#page3.tif
source=PTO_Patent_Assignment_Chem-Tainer#page4.tif
source=PTO_Patent_Assignment_Chem-Tainer#page5.tif

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this “Patent Assignment”) is made and entered into as of **November 18, 2019** (“Effective Date”) by and between Chem-Tainer Industries Inc., a New York corporation (“Assignor”), and Tank Holding Corp., a Delaware corporation (“Assignee”).

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement dated November 18, 2019 (the “APA”); and

WHEREAS, pursuant to the APA, Assignor agreed to convey, transfer, and assign to Assignee and Assignee agreed to acquire from Assignor certain intellectual property rights of Assignor, and Assignor agreed to execute and deliver this Patent Assignment;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts from Assignor: (a) all of Assignor’s right, title and interest in and to the patents and patent applications identified on Schedule A attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof, together with all rights of any kind of Assignor accruing under any of the foregoing that are provided by the applicable law of any jurisdiction (collectively, the “Assigned Patent Rights”); (b) the right to collect royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Assigned Patent Rights; or (c) the right to sue for and collect damages for past, present and future infringement, misappropriation, misuse or violation of the Assigned Patent Rights, in each case to have and to hold the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors and assigns, for the full term or terms of all such Assigned Patent Rights.

2. Recordation and Further Action. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Assignee. During the six (6) month period immediately following the Effective Date, upon Assignee’s request and at Assignee’s sole cost and expense, Assignor shall execute and deliver any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be necessary to effect or perfect the assignment of the Assigned Patent Rights to Assignee, or any assignee or successor thereto.

3. Terms of the APA. This Patent Assignment is delivered in furtherance of the APA and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the APA, which shall remain in full force and effect to the full extent provided therein. Each party hereto, by its execution of this Patent Assignment, acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the APA shall be deemed to be enlarged, modified or altered in any way by this Agreement. In the event of any conflict between the terms of the APA and the terms of this Patent Assignment, the terms of the APA shall prevail.

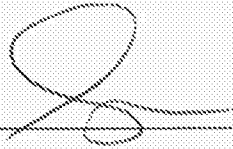
4. Miscellaneous. This Patent Assignment, together with the APA, constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, altered, amended or changed except in writing signed by both parties hereto. This Patent Assignment may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHEM-TAINER INDUSTRIES INC.

Assignor

By: 

Name: James B. Grew

Title: President

TANK HOLDING CORP.

Assignee

By: _____

Name: Greg Wade

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Patent Assignment to be executed by their duly authorized representatives as of the Effective Date.

CHEM-TAINER INDUSTRIES INC.

Assignor

By: _____

Name: _____

Title: _____

TANK HOLDING CORP.

Assignee

By:  _____

Name: Greg Wade

Title: Chief Executive Officer

Schedule A

Title	Country	App. No./ Filing Date Pub. No./ Pub. Date	Patent No./ Issue Date
BOAT STAIRS BRACKET	US	10/280,599 10/25/2002 2004-0079584 4/29/2004	6,932,192 8/23/2005
ADJUSTABLE BOAT LEANING POST MOUNTING SYSTEM	US	12/011,916 1/29/2008 2009-0188421 7/30/2009	7,647,880 1/19/2010
UTILITY TRUCK BASE REINFORCEMENT AND METHOD OF MANUFACTURE	US	13/136,571 8/3/2011 2012-0032409 2/9/2012	8,764,033 7/1/2014
UTILITY TRUCK BASE REINFORCEMENT AND METHOD OF MANUFACTURE	US	14/320,459 6/30/2014 2014-0312528 10/23/2014	9,162,400 10/20/2015
MARINE CHAIR	US	29/237,152 8/26/2005 —	D537,261 2/27/2007