506137400 07/02/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6184127

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DOUGLAS K. WARD	04/29/2020

RECEIVING PARTY DATA

Name:	NUVUE PRODUCTS INC.
Street Address:	945 WILSON AVENUE
Internal Address:	UNIT 6
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M3K 1E8

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7114749

CORRESPONDENCE DATA

Fax Number: (913)647-9057

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: 913 647-9050

Email: patdocketing.luebbering@hoveywilliams.com

Correspondent Name: THOMAS B. LUEBBERING

Address Line 1: 10801 MASTIN BLVD., SUITE 1000 Address Line 4: 0VERLAND PARK, KANSAS 66210

ATTORNEY DOCKET NUMBER:	54012	
NAME OF SUBMITTER:	THOMAS B. LUEBBERING	
SIGNATURE:	/Thomas B. Luebbering/	
DATE SIGNED:	07/02/2020	

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made this 29th day of April, 2020 by and between **Douglas K. Ward**, an individual residing in the City of Toronto, Ontario ("Assignor") and **NuVue Products Inc.**, a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor, Assignee, Hopkins Canada, Inc. Hopkins Manufacturing Corporation and NuVue Products Ltd., are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, Assignor controls and owns certain intellectual property and other proprietary rights relating to the Business, and desires to assign all right, title and interest in and to such intellectual property and other proprietary rights to Assignee;

NOW THEREFORE, the parties hereby agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (collectively, the "**Assigned IP**"):
 - (a) the patent registrations set forth on Schedule "A" hereto and all issuances, divisions, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, reexaminations, restorations, and renewals thereof (the "Patents"); and
 - (b) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors and assigns, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

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- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[Signatures appear on following page.]

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ASSIGNOR

DOUGLAS K. WARD

ASSIGNEE

NUVUE PRODUCTS INC.

By: Name:

Title:

#4149401 [4117794

#00005

Schedule "A"

Patents

U.S. Patent No. 7,114,749 Issue Date: 10/3/2006

Title: SPLASH GUARD KIT AND ASSEMBLY

Serial No.: 10/345,998 Filing Date: 1/17/2003 Expiration Date: 1/17/2023

Docket No.: 16-321

RECORDED: 07/02/2020

DKT. 54012 1680.00633

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