

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT6212209

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILFRED JEROME CUPIDO	07/15/2020
JOHN LEDER	06/19/2020
RECEIVING PARTY DATA	
Name:	SUPREME GROUP LP
Street Address:	28169 - 96 AVE
City:	ACHESON, ALBERTA
State/Country:	CANADA
Postal Code:	T7X 6J7
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16372311
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<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:	202-344-4000
Email:	mfrank.team@venable.com
Correspondent Name:	VENABLE LLP
Address Line 1:	P.O. BOX 34385
Address Line 4:	WASHINGTON, D.C. 20043-9998
ATTORNEY DOCKET NUMBER:	134052.501299
NAME OF SUBMITTER:	MICHELE V. FRANK
SIGNATURE:	/Michele V. Frank/
DATE SIGNED:	07/22/2020
Total Attachments: 11	
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ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "**Agreement**"), is entered into between the following parties:

Wilfred Jerome CUPIDO having an address at
10708 – 148 Street, Edmonton, Alberta T5N 3H2
("**Inventor CUPIDO**")

AND BY:

Alberta Machine Inc., having an address at 10708
– 148 Street, Edmonton, Alberta T5N 3H2 ("**AMI**")

AND BY:

Supreme Steel LP, having a place of business at
28169 – 96 Ave, Acheson, Alberta, Canada T7X 6J7
("**Supreme Steel**")

AND BY:

Supreme Group LP, having an address at 28169 –
96 Ave, Acheson, Alberta, Canada T7X 6J7
("**Supreme Group**")

WHEREAS:

- A. Inventor CUPIDO have made or contributed to the making of a certain new and useful invention entitled **ANCHOR ROD WELDING SYSTEM** (the "**Invention**"), for which applications for letters patent have been filed as follows:
- i. in the United States Patent and Trademark Office on April 1, 2019, and assigned serial no. 16/372,311; and
 - ii. in the Canadian Intellectual Property Office on April 2, 2019, and assigned serial no. 3,038,929;
- B. Inventor CUPIDO made or contributed to the making of the Invention while an official and/or employee of, and in conjunction with the business of AMI;
- C. The Inventor CUPIDO and AMI made, contributed to the making of, or directed the making of the Invention while under oral contract to and/or for the benefit of Supreme Steel;
- D. John Leder also contributed to, or directed, the Invention, and has already assigned ownership of the Invention to Supreme Steel;

- E. AMI owns all right, title, and interest in and to SolidWorks computer-aided design files for embodiments of the Invention (the "**SolidWorks Data**");
- F. Supreme Steel is affiliated with Supreme Group, and Supreme Steel wishes to have the right to purchase anchor rod welding systems in accordance with embodiments of the Invention (each a "**Machine**") from AMI; and
- G. Supreme Group is desirous of acquiring and of confirming that it has acquired all right, title and interest in the Invention and all other work product made by Inventor CUPIDO and AMI in performing their obligations while under oral contract to and/or for the benefit of Supreme Steel, including the SolidWorks Data (the "**Assigned Work Product**").

NOW, THEREFORE, in consideration of the foregoing premises and for the sum of \$1.00 paid to Inventor CUPIDO and Twenty Thousand Dollars (\$20,000) and other good and valuable consideration paid to AMI, in each case by Supreme Steel (the receipt and sufficiency of which is hereby acknowledged by Inventor CUPIDO and AMI, respectively), and for the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Supreme Steel by Supreme Group (the receipt and sufficiency of which is hereby acknowledged by Supreme Group), the parties hereto agree as follows:

1. Inventor CUPIDO and AMI hereby confirm that they have sold, assigned and transferred absolutely, and by way of further assurances do hereby sell, assign and transfer absolutely to Supreme Steel, and Supreme Steel hereby confirms that it has sold, assigned and transferred absolutely, and by way of further assurances does hereby sell, assign and transfer absolutely to Supreme Group, the entire right, title and interest in, to and under the Invention and the Assigned Work Product in all countries and other jurisdictions of the world, including without limitation:
 - (a) all right, title and interest in, to and under all patent applications that describe and/or claim the Invention (the "**Applications**"), including all right, title and interest in, to and under all patents granted therefor, and any renewals, re-examinations, reissues or extensions thereof;
 - (b) all right, title and interest in any and all existing or future substitute, divisional, continuation or continuation-in-part patent applications deriving directly or indirectly either in whole or in part from any Applications, including all right, title and interest in, to and under all patents granted on or as a result of such derivative applications, and any renewals, re-examinations, reissues or extensions thereof;
 - (c) the right to file patent or other applications on the Invention or any Assigned Work Product in all countries and other jurisdictions of the world, and to do so in its own name wherever such right may be legally exercised, and all right, title and interest in, to and under all patents and other rights granted on or as a result of any such additional applications, and any renewals, re-examinations, reissues or extensions thereof;

- (d) the right to claim available benefits under the *International Convention For The Protection of Industrial Property*, and any like treaties or laws;
- (e) all additional proprietary rights and interest in, to or associated with the Invention or the Assigned Work Product, including copyrights, trade secrets, data rights, utility models, personal property rights, design rights and goodwill; and
- (f) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under all of the foregoing and to receive all remedies that arise therefrom,

the same to be owned, held and enjoyed by Supreme Group, its successors, assigns and legal representatives, as fully and exclusively as it would have been held and enjoyed by the Inventor CUPIDO, AMI and Supreme Steel had this sale, assignment and transfer not been made.

2. Inventor CUPIDO and AMI hereby agree to sign and deliver all lawful papers and to take all other lawful steps which Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, may request to give full effect to the intention expressed in this Agreement and to enforce its or their rights in the Invention and the Assigned Work Product against others, including, without limitation:
 - (a) to promptly execute all original, substitute, divisional, reissue, continuation, continuation-in-part, extension and other patent applications on the Invention and Assigned Work Product, and all lawful documents requested by Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, to further the prosecution of any patent applications;
 - (b) to co-operate to the best of their ability in the execution of all lawful documents, the production of evidence and providing any additional assistance reasonably required in any reissue, extension, nullification, impeachment or infringement proceedings involving the Invention or the Assigned Work Product; and
 - (c) to do such further acts and things and execute and deliver to Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, such further instruments, specific assignments and other documents as Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, acting reasonably, requires to vest, effect, perfect, register, record, verify, evidence, enforce or protect its or their rights and interests in the Invention or the Assigned Work Product.
3. Inventor CUPIDO and AMI hereby agree that this Agreement shall be binding upon their respective heirs, successors, assigns and legal representatives.
4. AMI agrees to provide Supreme with any updates or improvements to the SolidWorks Data that Inventor CUPIDO may make from time-to-time and that Supreme is the owner of such updates.

5. At the request of Supreme Steel, or any of its affiliates (for this section, all are called "Supreme Steel"), and barring agreement between the Parties otherwise, AMI will manufacture and deliver to Supreme Steel an instance of the Machine as follows:
 - (a) in consideration of AMI's manufacturing and delivering an instance of the Machine to Supreme Steel, Supreme Steel will pay AMI a base consideration of CAD \$28,000, which AMI may adjust upwardly to account for inflation of steel prices from January 2020 to the date AMI manufactures the instance of the Machine for which Supreme Steel is paying (any such upward adjustment is an "Increase", and that base consideration and the Increase are collectively the "Total Price");
 - (b) AMI will provide prior written notice to Supreme Steel of any Increase from the base consideration of CAD \$28,000, and Supreme Steel will only be liable for the Increase upon agreeing to pay it;
 - (c) in the event Supreme Steel refuses to pay the Total Price, AMI will not be obligated to manufacture and deliver the Machine to Supreme Steel;
 - (d) in the event that Supreme provides three months notice of a requirement for work from AMI, and AMI refuses to manufacture or deliver the Machine within a reasonable amount of time, not to exceed Supreme Steel's required timing for use of the Machine, provided that Supreme provides at least three months' prior written notice to AMI, the Parties agree to allow Supreme Steel to seek alternative manufacture of the Machine, but only for that order, and thereafter Supreme Steel and its manufacturer agrees to destroy its copy of the SolidWorks Data; AMI agrees to help Supreme find alternate manufacturing in such a case;
 - (e) Supreme Steel will be responsible for paying any sales taxes associated with paying the Full Price;
 - (f) Where possible, Supreme will place orders for multiple units—e.g. batch the orders;
 - (g) Supreme Steel will pay the Full Price to AMI within thirty (30) days of receipt of the Machine from AMI; and
 - (h) for greater certainty, Supreme Steel may invoke this Section 6 repeatedly to purchase multiple Machines from AMI and Supreme Steel may transfer or sell any Machine to any of its affiliates or a third party, as it sees fit.
6. AMI may make reasonable improvements to the Machine or Invention. Supreme Steel will pay AMI to make those improvements only if AMI provides prior written notice to Supreme Steel of the nature of the improvement, the price and the schedule for those improvements, and if Supreme Steel agrees to same.
7. During the life of inventor CUPIDO, Supreme Steel will retain only AMI as an independent contractor for any improvements or repairs to the Machine, and AMI and Inventor CUPIDO agree that AMI will manufacture the Machine or provide and keep confidential

the SolidWorks Data—e.g. not provide to any third party without Supreme Steel's prior written consent—subject to AMI having the requisite ability to provide to Supreme Steel those improvements or repairs.

9. Sections 6 to 8 of this Agreement will automatically terminate upon occurrence of any of the following:
 - (a) if AMI is petitioned into bankruptcy, assigns itself into bankruptcy, is deemed insolvent, has its assets placed under receivership, or in any other way is unable to meet its financial obligations;
 - (b) if AMI cannot manufacture the Machine in a timely manner so as to meet a reasonable schedule provided by Supreme Steel to AMI, provided that this provision shall apply only until such time as Supreme Steel needs a new Machine or batch of Machines, in which case this clause resets;
 - (c) if AMI breaches any terms or conditions of this Agreement; or
 - (d) the expiration of any patent that issues from one of the Applications.
10. The undersigned hereby authorize the firm of Gowling WLG (Canada) LLP to correct errors in this Agreement or to insert any further identification or other information necessary or desirable to make this Agreement, and in particular the assignment provisions thereof, suitable for recordal in any country.
11. This Agreement may be executed in one or more counterparts, by original signature or electronic copy thereof, each of which will be deemed to be an original, and all such counterparts will together constitute a single instrument.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Inventor CUPIDO, AMI, Supreme Group and Supreme Steel have caused this Agreement to be executed on the respective dates and at the respective places written below.

EXECUTED at Archson AB, this 15 day of July, 2020.

Witness:

Inventor:

[Signature of Witness]
[Signature of Witness]

[Signature of Inventor]
[Signature of Inventor]

Print Name: VITOLMGREN-JONES

WILFRED JEROME CUPIDO

EXECUTED at Archson, AB, this 15 day of July, 2020.

Witness:

ALBERTA MACHINE INC.

[Signature of Witness]
[Signature of Witness]

[Signature of Authorized Signatory]
By: _____
Authorized Signatory

Print Name: VITOLMGREN-JONES

Print Name: WILFRED JEROME CUPIDO

EXECUTED at Archson AB, this 15 day of July, 2020.

Witness:

**SUPREME STEEL LP BY ITS
GENERAL PARTNER SUPREME
STEEL GP CORP.**

[Signature of Witness]

By: _____
Authorized Signatory

Print Name: Valerie Holmgren-Jones

Print Name: Kathy Durran

EXECUTED at Prichard, AL, this 15 day of July, 2020.

Witness:

**SUPREME GROUP LP BY ITS
GENERAL PARTNER SUPREME
GROUP GP CORP.**

[Signature of Witness]

By: _____
Authorized Signatory

Print Name: Valerie Holmgren-Jones

Print Name: Kathy Durran

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the “**Agreement**”), is entered into between the following parties:

John Leder having an address at 51514 Range Road
271, Spruce Grove, Alberta T7Y 1G5 (“**Inventor Leder**”)

AND BY:

Supreme Steel LP, having a place of business at
28169 – 96 Ave, Acheson, Alberta, Canada T7X 6J7
 (“**Supreme Steel**”)

AND BY:

Supreme Group LP, having an address at 28169 –
96 Ave, Acheson, Alberta, Canada T7X 6J7
 (“**Supreme Group**”)

WHEREAS:

- A. Inventor Leder has made or contributed to the making of a certain new and useful invention entitled **ANCHOR ROD WELDING SYSTEM** (the “**Invention**”), for which applications for letters patent have been filed as follows:
- i. in the United States Patent and Trademark Office on April 1, 2019, and assigned serial no. 16/372,311; and
 - ii. in the Canadian Intellectual Property Office on April 2, 2019, and assigned serial no. 3,038,929;
- B. Inventor Leder made or contributed to the making of the Invention while an official and/or employee of, and in conjunction with the business of Supreme Steel; and
- C. Supreme Group is desirous of acquiring and of confirming that it has acquired all right, title and interest in the Invention and all other work product made by Inventor Leder in performing their obligations while under oral contract to and/or for the benefit of Supreme Steel (all such work product is the “**Assigned Work Product**”).

NOW, THEREFORE, in consideration of the foregoing premises and for the sum of \$1.00 paid to Inventor Leder and other good and valuable consideration paid to Inventor Leder, in each case by Supreme Steel (the receipt and sufficiency of which is hereby acknowledged by Inventor Leder), and for the sum of One Dollar (\$1.00) and other good and valuable consideration paid to Supreme Steel by Supreme Group (the receipt and sufficiency of which is hereby acknowledged by Supreme Group), the parties hereto agree as follows:

1. Inventor Leder hereby confirms that he has sold, assigned and transferred absolutely, and by way of further assurances do hereby sell, assign and transfer absolutely to Supreme Steel, and Supreme Steel hereby confirms that it has sold, assigned and transferred absolutely, and by way of further assurances does hereby sell, assign and transfer absolutely to Supreme Group, the entire right, title and interest in, to and under the Invention and the Assigned Work Product in all countries and other jurisdictions of the world, including without limitation:
 - (a) all right, title and interest in, to and under all patent applications that describe and/or claim the Invention (**the “Applications”**), including all right, title and interest in, to and under all patents granted therefor, and any renewals, re-examinations, reissues or extensions thereof;
 - (b) all right, title and interest in any and all existing or future substitute, divisional, continuation or continuation-in-part patent applications deriving directly or indirectly either in whole or in part from any Applications, including all right, title and interest in, to and under all patents granted on or as a result of such derivative applications, and any renewals, re-examinations, reissues or extensions thereof;
 - (c) the right to file patent or other applications on the Invention or any Assigned Work Product in all countries and other jurisdictions of the world, and to do so in its own name wherever such right may be legally exercised, and all right, title and interest in, to and under all patents and other rights granted on or as a result of any such additional applications, and any renewals, re-examinations, reissues or extensions thereof;
 - (d) the right to claim available benefits under the *International Convention For The Protection of Industrial Property*, and any like treaties or laws;
 - (e) all additional proprietary rights and interest in, to or associated with the Invention or the Assigned Work Product, including copyrights, trade secrets, data rights, utility models, personal property rights, design rights and goodwill; and
 - (f) the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under all of the foregoing and to receive all remedies that arise therefrom,

the same to be owned, held and enjoyed by Supreme Group, its successors, assigns and legal representatives, as fully and exclusively as it would have been held and enjoyed by the Inventor Leder and Supreme Steel had this sale, assignment and transfer not been made.


2. Inventor Leder hereby agrees to sign and deliver all lawful papers and to take all other lawful steps which Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, may request to give full effect to the intention expressed in this Agreement and to enforce its or their rights in the Invention and the Assigned Work Product against others, including, without limitation:

- (a) to promptly execute all original, substitute, divisional, reissue, continuation, continuation-in-part, extension and other patent applications on the Invention and Assigned Work Product, and all lawful documents requested by Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, to further the prosecution of any patent applications;
 - (b) to co-operate to the best of their ability in the execution of all lawful documents, the production of evidence and providing any additional assistance reasonably required in any reissue, extension, nullification, impeachment or infringement proceedings involving the Invention or the Assigned Work Product; and
 - (c) to do such further acts and things and execute and deliver to Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, such further instruments, specific assignments and other documents as Supreme Group, Supreme Steel, or their successors, assigns or legal representatives, acting reasonably, requires to vest, effect, perfect, register, record, verify, evidence, enforce or protect its or their rights and interests in the Invention or the Assigned Work Product.
3. Inventor Leder hereby agrees that this Agreement shall be binding upon their respective heirs, successors, assigns and legal representatives.
4. The undersigned hereby authorize the firm of Gowling WLG (Canada) LLP to correct errors in this Agreement or to insert any further identification or other information necessary or desirable to make this Agreement, and in particular the assignment provisions thereof, suitable for recordal in any country.
5. This Agreement may be executed in one or more counterparts, by original signature or electronic copy thereof, each of which will be deemed to be an original, and all such counterparts will together constitute a single instrument.

IN WITNESS WHEREOF, Inventor Leder, Supreme Group and Supreme Steel have caused this Agreement to be executed on the respective dates and at the respective places written below. EXECUTED at Acheson, Alberta, this 19th day of June, 2020.

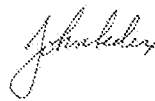
Witness:

Inventor:



[Signature of Witness]

Print Name: **Peter Heinen**



[signature of Inventor]

JOHN LEDER

EXECUTED at Acheson, Alberta, this 19th day of June, 2020.

Witness:

**SUPREME STEEL LP BY ITS
GENERAL PARTNER SUPREME
STEEL GP CORP.**



[Signature of Witness]

Print Name: **Peter Heinen**



By: _____
Authorized Signatory

Print Name: John Leder

EXECUTED at Acheson, Alberta, this 19th day
of June, 2020. Witness:

**SUPREME GROUP LP BY ITS
GENERAL PARTNER SUPREME
GROUP GP CORP.**



[Signature of Witness]

Print Name: **Peter Heinen**



By: _____
Authorized Signatory

Print Name: John Leder