

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6278916

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
C. JOHN ALLEGRETTI	08/12/2019
KEVIN S. CORRIGAN	05/23/2019
ANGELO L. FLAMINGO	05/20/2019
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: 1	
Property Type	Number
Application Number:	17007895
CORRESPONDENCE DATA	
Fax Number:	(480)385-5061
<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:	4803855060
Email:	docketing@lkglobal.com
Correspondent Name:	LKGLOBAL (US SILICA)
Address Line 1:	7010 E. COCHISE ROAD
Address Line 4:	SCOTTSDALE, ARIZONA 85253
ATTORNEY DOCKET NUMBER:	355.1043USC1
NAME OF SUBMITTER:	DAVID A. MCCLAUGHRY
SIGNATURE:	/DAVID A. MCCLAUGHRY/
DATE SIGNED:	09/01/2020
Total Attachments: 20	
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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

REEL: 053663 FRAME: 0533

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

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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

DocuSigned by:
John Spiegleman
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: Bryan A. Shinn
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

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5731599

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
C. JOHN ALLEGRETTI	08/12/2019
KEVIN S. CORRIGAN	05/23/2019
ANGELO L. FLAMINGO	05/20/2019
RECEIVING PARTY DATA	
Name:	ARROWS UP, LLC
Street Address:	3 WEST COLLEGE DRIVE
City:	ARLINGTON HEIGHTS
State/Country:	ILLINOIS
Postal Code:	60004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16402663
CORRESPONDENCE DATA	
Fax Number:	(312)750-6407
<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:	3122698048
Email:	lkjohnson@nge.com
Correspondent Name:	ADAM H. MASIA
Address Line 1:	TWO NORTH LASALLE STREET
Address Line 2:	SUITE 1700
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	028871-0043
NAME OF SUBMITTER:	ADAM H. MASIA
SIGNATURE:	/ADAM H. MASIA/
DATE SIGNED:	09/21/2019
Total Attachments: 9	
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ASSIGNMENT

WHEREAS, the undersigned, to wit, C. John Allegretti, Kevin S. Corrigan and Angelo L. Flamingo (hereinafter "Assignors") are the lawful owners of an invention (the "Invention") described in U.S. Patent Application No. 16/402,663 (the "Patent Application"), entitled "BULK MATERIAL CONVEYOR," filed in the U.S. Patent and Trademark Office on May 3, 2019, and identified by Attorney Docket No. 028871-0043.

WHEREAS, Arrows Up, LLC (hereinafter "Assignee"), a Colorado limited liability company whose address is 3 West College Drive, Arlington Heights, IL 60004, desires to acquire the entire right, title, and interest in the Invention and the Patent Application.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, and set over unto Assignee, its successors, assigns, nominees, or legal representatives, the full and exclusive right, title, and interest in and to the Invention and the Patent Application in the United States and in all countries foreign to the United States, to be held and enjoyed by Assignee, its successors, assigns, nominees, or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors had this ASSIGNMENT not been made, including, without limitation:

- (1) all right, title, and interest to make: (i) applications for patent of the United States on the Invention, (ii) applications for patent of countries foreign to the United States on the Invention, and (iii) international applications under the Patent Cooperation Treaty (PCT) on the Invention;
- (2) all right, title, and interest to make: (i) applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, and (ii) international applications under the PCT that claim priority in whole or in part, directly or indirectly, to the Patent Application;
- (3) all right, title, and interest to make: (i) related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and (ii) related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including but not limited to any and all continuations, divisionals, continuations-in-part, reissues, extensions, reexaminations, and substitutions thereof;
- (4) all right, title, and interest in and to any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, together with all improvements thereon and betterments thereof;
- (5) all right, title, and interest in and to any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, together with all improvements thereon and betterments thereof;
- (6) any and all rights to sue for any past, present, and future infringement of any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringements; all rights to sue for injunctive or other equitable relief; and all causes of action relating to any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and

ASSIGNMENT

- (7) any and all rights to sue for any past, present, and future infringement of any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringements; all rights to sue for injunctive or other equitable relief; and all causes of action relating to any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application.

Assignors hereby authorize and request the Commissioner of Patents of the United States to issue any patents issuing from an application for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, to Assignee, its successors, legal representatives, nominees, or assigns.

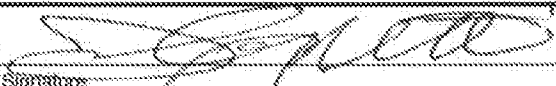
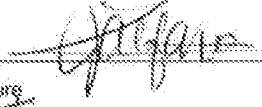
Assignors hereby authorize and request that all patents issuing from any applications for patent in countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, be issued to Assignee, its successors, legal representatives, nominees, or assigns.

Assignors hereby covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, fully cooperate with Assignee in preparing, filing, and procuring any applications for patent in the United States and in countries foreign to the United States on the Invention.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, execute and deliver any papers that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the Invention and the Patent Application and any and all rights hereby transferred, including, but not limited to, all oaths, declarations, affidavits, and attestations for and related to the Invention, the Patent Application, and any and all applications for patent on the Invention of the United States and of countries foreign to the United States.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, provide any information, testify in any legal proceeding, and take any other actions that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the Invention and the Patent Application and any and all rights hereby transferred.

ASSIGNMENT

<p>Signature </p> <p>C. John Allegretti</p> <p>Printed Name</p> <p>210 Otis Road Barrington Hills, IL 60010</p> <p>Address</p> <p>8-12-19</p> <p>Date Signed</p> <p style="text-align: center;">Witness</p> <p>The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.</p> <p>Signature </p> <p>Jajalida L. Alfaro</p> <p>Printed Name</p> <p>08.12.2019</p> <p>Date Signed</p>	<p>Signature</p> <p>Kevin Sylvester Corrigan</p> <p>Printed Name</p> <p>7714 Adams Forest Park, IL 60130</p> <p>Address</p> <p>Date Signed</p> <p style="text-align: center;">Witness</p> <p>The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.</p> <p>Signature</p> <p>Printed Name</p> <p>Date Signed</p>
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<p>Signature</p> <p>Angelo L. Flamingo</p> <p>Printed Name</p> <p>732 3rd Avenue Ottawa, IL 61350</p> <p>Address</p> <p>Date Signed</p> <p style="text-align: center;">Witness</p> <p>The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.</p> <p>Signature</p> <p>Printed Name</p> <p>Date Signed</p>	<p>Signature</p> <p>Printed Name</p> <p>Date Signed</p>
---	---

ASSIGNMENT

WHEREAS, the undersigned, to-wit, C. John Albrecht, Kevin S. Gorman and Aaron L. Flamingo (hereinafter "Assignors") are the lawful owners of an invention (the "invention") described in U.S. Patent Application No. 15/402,683 (the "Patent Application"), entitled "BLANK MATERIAL CONVEYOR," filed in the U.S. Patent and Trademark Office on May 3, 2018, and identified by Attorney Docket No. 026871-0043.

WHEREAS, Anova, Inc. LLC (hereinafter "Assignee"), a Colorado limited liability company whose address is 2 West College Drive, Arlington Heights, IL 60004, desires to acquire the entire right, title, and interest in the invention and the Patent Application.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, and set over unto Assignee, its successors, assigns, nominees, or legal representatives, the full and exclusive right, title, and interest in and to the invention and the Patent Application in the United States and in all countries foreign to the United States, to be held and enjoyed by Assignee, its successors, assigns, nominees, or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors had this ASSIGNMENT not been made, including, without limitation:

- (1) all right, title, and interest in and to: (i) applications for patent of the United States on the invention; (ii) applications for patent of countries foreign to the United States on the invention; and (iii) international applications under the Patent Cooperation Treaty (PCT) on the invention;
- (2) all right, title, and interest in and to: (i) applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and (ii) international applications under the PCT that claim priority in whole or in part, directly or indirectly, to the Patent Application;
- (3) all right, title, and interest in and to: (i) related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and (ii) related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including but not limited to any and all continuations, divisionals, continuations-in-part, reissues, extensions, reexaminations, and substitutions thereof;
- (4) all right, title, and interest in and to any patents issuing from any applications for patent of the United States on the invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, together with all improvements therein and betterments thereof;
- (5) all right, title, and interest in and to any patents issuing from any applications for patent of countries foreign to the United States on the invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, together with all improvements therein and betterments thereof;
- (6) any and all rights in sue for any past, present, and future infringement of any patents issuing from any applications for patent of the United States on the invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringement; all rights to sue for injunctive or other equitable relief; and all causes of action relating to any patents issuing from any continuations for patent of the United States on the invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and

ASSIGNMENT

- (7) any and all rights to sue for any past, present, and future infringement of any patents issuing from any applications for patent of countries foreign to the United States on the invention including, but not limited to, (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringements; all rights to sue for injunctive or other equitable relief, and all causes of action relating to any patents issuing from any applications for patent of countries foreign to the United States on the invention including, but not limited to, (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application.

Assignors hereby authorize and request the Commissioner of Patents of the United States to issue any patents issuing from an application for patent of the United States on the invention including, but not limited to, (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, to Assignee, its successors, legal representatives, nominees, or assigns.

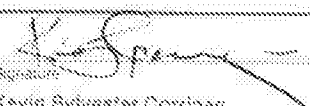
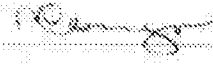
Assignors hereby authorize and request that all patents issuing from any applications for patent in countries foreign to the United States on the invention including, but not limited to, (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, be issued to Assignee, its successors, legal representatives, nominees, or assigns.

Assignors hereby covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, fully cooperate with Assignee in preparing, filing, and procuring any applications for patent in the United States and in countries foreign to the United States on the invention.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, execute and deliver any papers that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the invention and the Patent Application and any and all rights hereby transferred, including, but not limited to, all oaths, declarations, affidavits, and attestations for and relating to the invention, the Patent Application, and any and all applications for patent on the invention of the United States and of countries foreign to the United States.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, provide any information, testify in any legal proceeding, and take any other actions that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the invention, and the Patent Application and any and all rights hereby transferred.

ASSIGNMENT

Signature C. John Allegretti	Signature  Kevin Sylvester Corrigan
Printed Name	Printed Name
1410 Oak Road Barrington Hills, IL 60015 Address	1714 Avenue Forest Park, IL 60130 Address
Date Signed	5-23-19 Date Signed
Witness	Witness
The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.	The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.
Signature	Signature  MARY KATE CORRIGAN
Printed Name	Printed Name
Date Signed	5-23-19 Date Signed

Signature Angelo L. Flamingo
Printed Name
722 37 th Avenue Ottawa, IL 61320 Address
Date Signed
Witness
The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.
Signature
Printed Name
Date Signed

*****111111111111*****

ASSIGNMENT

WHEREAS, the undersigned, to wit, C. John Allegretti, Kevin S. Corrigan and Angelo L. Flamingo (hereinafter "Assignors") are the lawful owners of an invention (the "Invention") described in U.S. Patent Application No. 16/402,663 (the "Patent Application"), entitled "BULK MATERIAL CONVEYOR," filed in the U.S. Patent and Trademark Office on May 3, 2019, and identified by Attorney Docket No. 028871-0043.

WHEREAS, Arrows Up, LLC (hereinafter "Assignee"), a Colorado limited liability company whose address is 3 West College Drive, Arlington Heights, IL 60004, desires to acquire the entire right, title, and interest in the Invention and the Patent Application.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer, and set over unto Assignee, its successors, assigns, nominees, or legal representatives, the full and exclusive right, title, and interest in and to the Invention and the Patent Application in the United States and in all countries foreign to the United States, to be held and enjoyed by Assignee, its successors, assigns, nominees, or legal representatives as fully and entirely as the same would have been held and enjoyed by Assignors had this ASSIGNMENT not been made, including, without limitation:

- (1) all right, title, and interest to make: (i) applications for patent of the United States on the Invention, (ii) applications for patent of countries foreign to the United States on the Invention, and (iii) international applications under the Patent Cooperation Treaty (PCT) on the Invention;
- (2) all right, title, and interest to make: (i) applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, and (ii) international applications under the PCT that claim priority in whole or in part, directly or indirectly, to the Patent Application;
- (3) all right, title, and interest to make: (i) related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and (ii) related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including but not limited to any and all continuations, divisionals, continuations-in-part, reissues, extensions, reexaminations, and substitutions thereof;
- (4) all right, title, and interest in and to any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, together with all improvements thereon and betterments thereof;
- (5) all right, title, and interest in and to any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, together with all improvements thereon and betterments thereof;
- (6) any and all rights to sue for any past, present, and future infringement of any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringements; all rights to sue for injunctive or other equitable relief, and all causes of action relating to any patents issuing from any applications for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application; and

ASSIGNMENT

- (7) any and all rights to sue for any past, present, and future infringement of any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, including, but not limited to, the right to collect and receive any damages, royalties, or settlements for such infringements; all rights to sue for injunctive or other equitable relief, and all causes of action relating to any patents issuing from any applications for patent of countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application.

Assignors hereby authorize and request the Commissioner of Patents of the United States to issue any patents issuing from an application for patent of the United States on the Invention including, but not limited to: (i) any patents of the United States issuing from the Patent Application; and (ii) any patents issuing from any related applications for patent of the United States that claim priority in whole or in part, directly or indirectly, to the Patent Application, to Assignee, its successors, legal representatives, nominees, or assigns.

Assignors hereby authorize and request that all patents issuing from any applications for patent in countries foreign to the United States on the Invention including, but not limited to: (i) any patents issuing from any applications for patent of countries foreign to the United States that claim priority to the Patent Application; and (ii) any patents issuing from any related applications for patent of countries foreign to the United States that claim priority in whole or in part, directly or indirectly, to one or more applications for patent in countries foreign to the United States that claim priority to the Patent Application, be issued to Assignee, its successors, legal representatives, nominees, or assigns.

Assignors hereby covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, fully cooperate with Assignee in preparing, filing, and procuring any applications for patent in the United States and in countries foreign to the United States on the Invention.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, execute and deliver any papers that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the Invention and the Patent Application and any and all rights hereby transferred, including, but not limited to, all oaths, declarations, affidavits, and attestations for and related to the Invention, the Patent Application, and any and all applications for patent on the Invention of the United States and of countries foreign to the United States.

Assignors hereby further covenant and agree that Assignors will, upon request of Assignee, its successors, legal representatives, nominees, or assigns and without further remuneration, provide any information, testify in any legal proceeding, and take any other actions that may be reasonably necessary to Assignee's, its successors', legal representatives', nominees', or assigns' full enjoyment, protection, enforcement, and title in and to the Invention and the Patent Application and any and all rights hereby transferred.

ASSIGNMENT

Signature C. John Allegretti	Signature Kevin Sylvester Corrigan
Printed Name 210 Otis Road Barrington Hills, IL 60010	Printed Name 7714 Adams Forest Park, IL 60130
Address	Address
Date Signed	Date Signed
Witness	Witness
The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.	The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.
Signature	Signature
Printed Name	Printed Name
Date Signed	Date Signed

Signature <i>Angelo L. Flamingo</i>
Printed Name Angelo L. Flamingo
Address 732 3rd Avenue Ottawa, IL 61350
Date Signed 5/20/2019
Witness
The person whose name is subscribed above appeared before me personally and, in my presence, executed this Assignment for the purpose contained therein by signing his/her name above.
Signature <i>Jeremiah Kinkin</i>
Printed Name Jeremiah Kinkin
Date Signed 05-20-19