506346449 11/10/2020

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DOUG GREMEL	07/05/2017

RECEIVING PARTY DATA

Name:	HUGHES BROTHERS, INC.		
Street Address:	210 N 13TH ST		
City:	SEWARD		
State/Country:	NEBRASKA		
Postal Code:	68434		

PROPERTY NUMBERS Total: 2

Property Type	Number		
Patent Number:	8312683		
Patent Number:	8806811		

CORRESPONDENCE DATA

Fax Number: (216)241-0816

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.

Email: ipdocket@calfee.com **BILLY C. RAULERSON** Correspondent Name:

Address Line 1: CALFEE, HALTER & GRISWOLD LLP

THE CALFEE BUILDING, 1405 EAST SIXTH STREET Address Line 2:

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	34485.09135 & 09136
NAME OF SUBMITTER:	JENNY SHAW
SIGNATURE:	/Jenny Shaw/
DATE SIGNED:	11/10/2020

Total Attachments: 4

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PATENT ASSIGNMENT

This Patent Assignment Agreement (the "<u>Patent Assignment</u>") dated as of July 5, 2017, is made by and between Doug Gremel, an individual with an address of "<u>Assignor"</u>) and Hughes Brothers, Inc., a Nebraska corporation, with an address of 210 N 13th St, Seward, Nebraska 68434 ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Assignment Agreement, dated as of even date herewith (the "Intellectual Property Assignment") providing for the execution and delivery of this Patent Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Intellectual Property Assignment); and

WHEREAS, under the terms of the Intellectual Property Assignment, Assignor has conveyed, transferred and assigned to Assignor all of Assignor's right, title and interest, in and to certain Composite Concrete Systems Intellectual Property, and Assignor has agreed to execute and deliver this Patent Assignment, for recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee 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 (the "<u>Assigned Patents</u>"):
- (a) the patents and patent applications set forth in Schedule I attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) 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, 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.

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- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.
- 3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Intellectual Property Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. In the event of any conflict or inconsistency between the terms of the Intellectual Property Assignment Agreement and the terms hereof, the terms of the Intellectual Property Assignment Agreement shall govern.
- 4. <u>Counterparts</u>. This Patent Assignment 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 Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent 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 Patent 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 Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties have duly executed and delivered this Patent Assignment as of the date first written above.

ASSIGNOR

DOUG GREMEL

By:

ASSIGNEE

HUGHES BROTHERS, INC.

3x469/2014/1

Name: JOHN L

Title: PLESIDENT

Execution Copy

SCHEDULE I

Title	Patent No.	Country	App. No.	Filing Date	Issue Date	Status
Method For	N/A	U.S.	61/242,441	2009-09-15	N/A	Expired
Constructing						Provisional
Precast Sandwich						Patent
Panels						Application
Method For	8,312,683	U.S.	12/882,305	2010-09-15	2012-11-20	Issued
Constructing						
Precast Sandwich						
Panels						
Thermally Non-	8,806,811	U.S.	14/012,575	2013-08-28	2014-08-19	Issued
Conductive Lifting						
Insert For Insulated						
Concrete Sandwich						
Panels						
Zero-Energy	N/A	U.S.	62/404,565	2016-10-05	N/A	Pending
Reusable Lifting						
Device (Zelift) For						
Precast Concrete						
Panels						

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RECORDED: 11/10/2020