506396744 12/10/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT6443500

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the CONVEYING PARTY EXECUTION DATE previously recorded on Reel 054147 Frame 0970. Assignor(s) hereby confirms the EXECUTION DATE 01/11/2011 SHOULD BE CORRECTED TO 01/01/2011.

CONVEYING PARTY DATA

Name	Execution Date
C&C MERGER SUB 1, LLC	01/01/2011

RECEIVING PARTY DATA

Name:	COUNT & CRUSH SYSTEMS, LLC	
Street Address:	107 PLEASANT HILL ROAD	
City:	SCARBOROUGH	
State/Country:	MAINE	
Postal Code:	04074	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16816099

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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: 617-646-8000

Assignments@wolfgreenfield.com Email:

THOMAS S. CHLEBECK **Correspondent Name:**

Address Line 1: WOLF, GREENFIELD & SACKS, P.C.

Address Line 2: **600 ATLANTIC AVENUE**

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	E0406.70005US06	
NAME OF SUBMITTER:	THOMAS S. CHLEBECK	
SIGNATURE:	/Thomas S. Chlebeck/	
DATE SIGNED:	12/10/2020	

Total Attachments: 4

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506318322 10/23/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6365073

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
C&C MERGER SUB 1, LLC	01/11/2011

RECEIVING PARTY DATA

Name:	COUNT & CRUSH SYSTEMS, LLC
Street Address:	107 PLEASANT HILL ROAD
City:	SCARBOROUGH
State/Country:	MAINE
Postal Code:	04074

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16816099

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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: 617-646-8000

Email: Assignments@wolfgreenfield.com

Correspondent Name: THOMAS S. CHLEBECK

Address Line 1: WOLF, GREENFIELD & SACKS, P.C.

Address Line 2: 600 ATLANTIC AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	E0406.70005US06
NAME OF SUBMITTER:	THOMAS S. CHLEBECK
SIGNATURE:	/Thomas S. Chlebeck/
DATE SIGNED:	10/23/2020

Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made this 1st day of January, 2011, by and between C&C Merger Sub 1, LLC, a Delaware limited liability company ("Assignor"), and Count & Crush Systems, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, on near or even date herewith Assignee has been formed as a wholly owned subsidiary of Assignor;

WHEREAS, as consideration for all of the membership units in Assignee Assignor has agreed to transfer, convey and assign to Assignee Assignor's entire right, title, and interest throughout the world in and to certain Intellectual Property Assets (as hereinafter defined);

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Article 1. DEFINITIONS. "Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Assignor in which Assignor has a proprietary interest, including, without limitation, marks, patents, copyrights, trade secrets and domain names, and all applications therefor, necessary for the operation of Assignor's business as heretofore conducted by Count & Crush, LLC, a Maine limited liability ("Count & Crush") prior to the merger of Count & Crush with and into Assignor on near or even date herewith.

Article 2. TRANSFER OF PROPERTY.

- 2.1 Assignor hereby irrevocably assigns, transfers, sells and conveys to Assignee for all time Assignor's entire right, title and interest throughout the world in and to the Intellectual Property Assets, to be held and enjoyed by Assignee, its successors and assigns, for its and their use forever.
- 2.2 The assignment of rights hereunder shall include without limitation all priority rights and all rights or causes of action and rights of recovery relating to any of the rights or property assigned hereunder, including without limitation the right to sue and recover for past infringements, arising out of the occurrences before or following the date hereof.
- 2.3. Assignor hereby agrees, as and when requested by Assignee, to execute general and specific confirmatory assignments and other supplementary documents as may be required in favor of Assignee with respect to the Intellectual Property being

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transferred hereunder in order to permit Assignee to effectuate the recording of the assignment thereof with applicable recording offices and registries in the United States and other countries. Without limiting the generality of the foregoing, concurrently herewith, Assignor agrees to execute and deliver to Assignee patent, trademark, and copyright assignments for recording with the United States Patent and Trademark Office and the United States Copyright Office.

2.4 Concurrently with the execution of this Assignment, Assignor will deliver to Assignee all materials, information and documentation relating to, and all tangible embodiments of, the Intellectual Property Assets being transferred hereunder, in the possession or under the control of Assignor.

Article III. MISCELLANEOUS.

- 3.1 This Assignment shall be construed, governed, interpreted and applied in accordance with the laws of the State of Delaware without regard to principles or conflicts of laws thereof. Assignor hereby consents to the jurisdiction of the courts of the State of Maine and the United States courts located in the State of Maine as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of this Agreement and expressly waives any and all objections it may have as to venue in such courts.
- 3.2 This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 3.3 If any term or provision of this Assignment is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such invalidity, illegality or unenforceability shall not affect the other terms or provisions hereof or the whole of this Assignment, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision valid, legal and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein.
- 3.4 This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date and year first written above.

C&C MERGER SUB 1, LLC, Assignor

By:

G. Clayton Kyle, Jr.

Its President

COUNT & CRUSH SYSTEMS, LLC, Assignee

By:

G. Clayton Kyle, Jr.

Its President

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