# 506451702 01/15/2021

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6498472

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PARTY I	ΔΑΤΑ						
			Name			Execution Date	
HAHN MARKETING LL	_C					01/05/2021	
RECEIVING PARTY D	ΔΤΔ						
Name:		-S IN	DUSTRIES LLC				
Street Address:							
		1060 W. WEST MAPLE ROAD WALLED LAKE					
City:		MICHIGAN					
State/Country:		AN					
Postal Code:	48390	48390					
PROPERTY NUMBER	S Total: 2						
Property Type		Number					
Patent Number:		8826565					
Patent Number:		10234199					
CORRESPONDENCE	DATA						
Fax Number:							
			e-mail address first; if that is unsuccessful, it will				
<b>0 1 1</b>			t <b>hat is unsuccessful, it will be sent via US Mail.</b> 3991691				
			emarks@gouldratner.com				
			/ID NEWMAN				
•		222 N	N. LASALLE STREET				
		SUIT	TE 300				
			CAGO, ILLINOIS 60601				
ATTORNEY DOCKET NUMBER:			12550.009				
NAME OF SUBMITTER:			DAVID NEWMAN				
SIGNATURE:			/David Newman/				
DATE SIGNED:		01/15/2021					
Fotal Attachments: 4							
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#### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("*IP Assignment*") dated as of January 5, 2021 (the "*Closing Date*"), is entered into between Hahn Marketing LLC, a Michigan limited liability company ("*Seller*"), and Dedoes Industries LLC, a Delaware limited liability company ("*Purchaser*" and, together with the Seller, collectively, the "*Parties*").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement"; all capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Asset Purchase Agreement), by and among Seller, Purchaser, and Paul Hahn (a) at the Closing, Seller shall sell, assign, transfer, convey and deliver to Purchaser, or cause to be assigned, transferred, conveyed and delivered to Purchaser, and Purchase from Seller, free and clear of all Liens or other encumbrances, all of Seller's right, title and interest in, to and under the Owned Intellectual Property, in each case to the extent primarily related to or primarily used in the Business and all Owned Intellectual Property set forth on <u>Schedule 2.1</u> of the Asset Purchase Agreement, and all goodwill associated with any of the foregoing assets, including the Intellectual Property set forth on the attached <u>Schedule A</u> (collectively, the "Seller Intellectual Property Assets"), and (b) Seller is required to deliver to Purchaser an executed counterpart to this IP Assignment.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, and agreements contained in this IP Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Assignment</u>. Seller hereby irrevocably sells, assigns, transfers, conveys and delivers to Purchaser, and Purchaser hereby purchases from Seller, free and clear of any Liens or other encumbrances, the Seller Intellectual Property Assets, including the Intellectual Property set forth on the attached <u>Schedule A</u> and all goodwill of Seller connected with the use of and symbolized by any of the foregoing. Seller hereby unconditionally waives (to the extent waivable) all non-assignable moral, publicity or other rights relating to the Seller Intellectual Property Assets and any related claims therein, and any and all rights of identification of authorship, paternity, integrity, disclosure, withdrawal, reversion, termination, restriction or limitation on use or subsequent modifications, and approval or consent with respect to any modification, alteration, disassembly, removal, distortion, or mutilation of the Seller Intellectual Property Assets.

2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Patent 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 IP Assignment upon request by Purchaser. Seller shall execute any and all documents, papers, forms and authorizations and take all other further actions as reasonably requested by Purchaser and its successors, assigns and legal representatives to transfer ownership and control of the Seller Intellectual Property Assets to Purchaser, its successors or assigns, including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Seller Intellectual Property Assets and Purchaser's rights therein (the "*Further Actions*"). Seller grants Purchaser a limited power of attorney (coupled with an interest, in that Purchaser has an interest in the Seller Intellectual Property Assets, and that as a result, in addition to any other consequences under Law, this power is irrevocable and will survive Seller's dissolution) solely to execute and file any documents on behalf of Seller to effect the Further Actions. All Further Actions undertaken by Seller following the Closing Date shall be at Purchaser's sole and exclusive expense.

3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Seller Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. <u>Counterparts</u>. This IP 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 IP 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 IP Assignment.

5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. <u>Governing Law</u>. The terms of Section 8.10 of the Asset Purchase Agreement with respect to governing law, consent to jurisdiction, and otherwise, are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

7. <u>Entire Agreement</u>. This IP Assignment, together with the Asset Purchase Agreement and other documents referred to herein or therein, including any exhibits and schedules hereto or thereto, constitute the sole and entire agreement of the parties to this IP Assignment with respect to the subject matter contained herein and therein, and supersedes all other prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party. The parties participated jointly in the negotiation and drafting of this IP Assignment and the documents relating hereto, and each party was (or had ample opportunity to be) represented by legal counsel in connection with this IP Assignment, and each party and each party's counsel has reviewed and revised (or had ample opportunity to review and revise) this IP Assignment.

#### [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

#### **SELLER:**

HAHN MARKETING LLC By: Name: Paul R. Hahn Title: Member

#### **PURCHASER:**

DEDOES INDUSTRIES LLC By: Name: Mark Jurman Title: CEO

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PATENT REEL: 054931 FRAME: 0064

### Schedule A

PATENTS								
Title	Application No.	Patent No.	Date of Patent					
AUTOMATIC			September 9, 2014					
PAINT SPRAY	12/502 142	US 8,826,565 B2						
AND DRYING	13/523,143	US 8,820,303 B2						
BOOTH								
AIR DISPENSER	15/651,498	US 10,234,199 B2	March 19, 2019					
DOMAIN NAMES								
The internet domain name, website, and all accounts related to the following website:								
https://rapidairdrying.com/								