

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6519785

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	MATTHEW G. WELLS	01/17/2018
RECEIVING PARTY DATA		
Name:	DIRECT SCAFFOLD SUPPLY, LP	
Street Address:	6059 SOUTH LOOP EAST	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77087	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Application Number:	15867660	
Application Number:	15876103	
Application Number:	15955680	
CORRESPONDENCE DATA		
Fax Number:	(713)683-3822	
<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>		
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Correspondent Name:	MELISSA M. MARTINEZ	
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ATTORNEY DOCKET NUMBER:	DDS.001	
NAME OF SUBMITTER:	MELISSA M. MARTINEZ	
SIGNATURE:	/MMM/	
DATE SIGNED:	01/27/2021	
Total Attachments: 3		
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “Assignment” or “Agreement”) is entered on January 9, 2018, by and between **Matthew G. Wells**, an individual residing in the State of Texas (“Assignor”) and **Direct Scaffold Supply, LP**, a Texas limited partnership (“Assignee”). Assignor and Assignee may be referred to herein individually as a “Party” and jointly as the “Parties.”

WHEREAS, Assignor is an inventor of the intellectual property listed in Section 1; and

WHEREAS, Assignor desires to irrevocably assign and transfer all of his rights, title, and interest in and to the Transferred Assets to Assignee, and Assignee desires to obtain from Assignor all of Assignor’s rights, title, and interest in and to the Transferred Assets.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as received, and in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

1. Assignment of Transferred Assets. Assignor hereby unconditionally and irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, its successors and assigns, all his right, title, and interest in, to, and under the inventions entitled:

Caster Adapter and Method Related Thereto, U.S. Patent App. No. 62/444372;

Ladder Cage Locking Member and Methods Related Thereto, U.S. Patent App. No. 62/448008; and

Toe Board Locking Mechanisms, U.S. Patent App. No. 62/486409.

The above-titled inventions herein being referred to as the “**Transferred Assets**,” wherein said Transferred Assets include, without limitation, the listed U.S. patent applications and any and all patent applications claiming priority to any of the foregoing patent applications, and all related international applications, national-stage entry, reissues, reexaminations, renewals, continuations, continuations-in-part, divisions, substitute applications thereof, and the like, and any extensions thereof, and all patents worldwide that may be granted thereon, together with the right to file such applications and the right to claim for the same the priority rights derived from such patent application under the laws of the United States and its territorial possessions, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which

such patents may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

2. Cooperation with Assignee. Assignor agrees to cooperate with Assignee to provide the necessary executed assignments and other documents as required to perfect the assignment set forth in this Section 1. Assignor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent and legal equivalents as may be known and accessible to Assignor and will testify as to the same in any interference, litigation, or proceeding related thereto and will promptly execute and deliver to Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said inventions and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof. Assignor covenants that he shall agree to be joined in any litigation or other legal proceeding if the law requires and will aid Assignee as needed to pursue and protect Assignee's legal rights in and to the Transferred Assets.

3. Issuance of Future Patents. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of intellectual property protection to issue respective Letters of Patent to Assignee, and the entire right, title, and interest in and to the same, for its sole use and benefit; and for the use and benefit of its successors and assigns, to the full end of the term(s) for which said Patent(s) may be granted, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

4. No Prior Encumbrance. Assignor hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with the terms of this Assignment.

5. Right to Sue for Past Infringement. Assignor hereby expressly grants to Assignee all of Assignor's rights to bring any necessary action, including, but not limited to lawsuits, against any past, present, or future third-party infringer, potential or actual, of any Transferred Asset as if the Assignor himself were bringing such action. Assignee shall have the right to any and all recoveries from any such actions and Assignor hereby waives any recovery obtained by Assignee.

6. Indemnification. ASSIGNEE HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSIGNOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS), AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMITS AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF OR NEGLIGENCE OF ANY PARTY, INCLUDING, BUT NOT LIMITED TO, THE SOLE, ACTIVE, PASSIVE, JOINT, OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY (OF WHATEVER

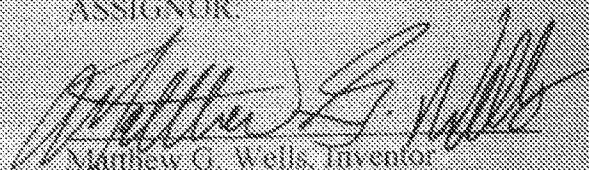
CHARACTER) OF ASSIGNOR, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THIS ASSIGNMENT AND THE TRANSFERRED ASSETS. ASSIGNEE'S INDEMNITY UNDER THIS PARAGRAPH SHALL BE WITHOUT REGARD TO AND WITHOUT ANY RIGHT TO CONTRIBUTION FROM ANY INSURANCE MAINTAINED BY ASSIGNOR.

7. Prior Agreements; Waiver. No modification of this Assignment shall be of any force or effect unless in writing and signed by an authorized signatory of both Parties. This Assignment constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes those provisions of all prior and contemporaneous agreements, representations and understandings of the parties pertaining to the same subject matter. No waiver of any of the provisions of this Assignment shall be deemed to, or shall constitute a waiver of, any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

8. Captions and Headings. Captions and headings used herein are inserted only for convenience of reference only and shall not operate to modify, interpret, alter, limit or define any provision hereof.

IN WITNESS WHEREOF, Assignor hereby assigns the Transferred Assets to the Assignee and the Assignee hereby accepts said assignment and has hereunto set hand and seal on the following dates.

ASSIGNOR:


Matthew G. Wells, Inventor

Date: 1/17/2018

ASSIGNEE:

DIRECT SCAFFOLD SUPPLY, LP

By: 

Name: Joe Simpson

Title: CFO

Date: 01/18/2018