

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| ADAM BAXTER | 04/08/2021 |
| SUJITH SUNNY | 04/12/2021 |
| BRYAN WASHBURN | 04/08/2021 |
| RECEIVING PARTY DATA | |
| Name: | APEX BRANDS, INC. |
| Street Address: | 1000 LUFKIN ROAD |
| City: | APEX |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 27539 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 17228012 |
| CORRESPONDENCE DATA | |
| Fax Number: | (704)444-9137 |
| <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: | 704-347-6477 |
| Email: | dolguin@burr.com, mcnaip@burr.com |
| Correspondent Name: | CHAD L. THORSON |
| Address Line 1: | 101 S. TRYON STREET, SUITE 2610 |
| Address Line 2: | BANK OF AMERICA PLAZA |
| Address Line 4: | CHARLOTTE, NORTH CAROLINA 28280 |
| ATTORNEY DOCKET NUMBER: | 717745/00392/P4146US01 |
| NAME OF SUBMITTER: | CHAD L. THORSON, REG. NO. 55675 |
| SIGNATURE: | /CHAD L. THORSON, REG. NO. 55675/ |
| DATE SIGNED: | 05/07/2021 |
| Total Attachments: 6 | |
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ASSIGNMENT & DECLARATION

WHEREAS, the undersigned inventor(s) (hereinafter singly and collectively, "ASSIGNOR") of the addresses indicated below, have invented subject matter disclosed and/or claimed in the patent or design application(s) entitled **LEVEL WITH VIAL PROTECTION ASSEMBLY**, which may be filed on even date herewith or identified in the table below. If the following lines are blank, the above application was filed on even date herewith, otherwise, to comply with the legal requirements of some countries for recordation of this assignment (e.g., 37 C.F.R. § 3.21), ASSIGNOR and ASSIGNEE hereby authorize insertion of the following application number, filing date, and priority claim after they become known and prior to recordation of this assignment:

| Country | Application No. | Filing Date | Which claims priority to (application no. and filing date of application to which priority is claimed): |
|---------|-----------------|-------------|---|
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and

WHEREAS, APEX BRANDS, INC. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of Delaware, having a principal place of business and mailing address at 1000 Lufkin Road, Apex, North Carolina 27539, USA, is desirous of memorializing its interest in the invented subject matter and the patent or design application(s);

NOW, THEREFORE, the undersigned ASSIGNOR hereby confirms that ASSIGNOR is a full time employee, part time employee, past employee, or a contractor of a company associated with Apex Brands, Inc., and therefore is under an obligation to assign to Apex Brands, Inc. any inventions developed within the scope of ASSIGNOR's engagement with Apex Brands, Inc. or its affiliates. ASSIGNOR hereby further confirms that ASSIGNOR developed the subject matter of the inventions within the scope of ASSIGNOR's duties to and at the expense of a company associated with Apex Brands, Inc., and thereby ASSIGNOR recognizes that the ASSIGNEE owns the inventions as described in the aforesaid application. Nonetheless to comport with Patent Office procedures, ASSIGNOR memorializes that relationship in the form of this assignment; and

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers unto ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right to the inventions, as described in the aforesaid application(s), including patent, design, copyright and any other intellectual property rights, any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, foreign, PCT, national stage, or other patent application or like document, and any other application which claims priority to said application, including the rights to sue for all past and future causes of action related to said inventions, in all countries, together with the right to claim priority under the Paris Convention for the Protection of Industrial Property, the Inter-American Convention Relating to Patents, Designs and

Industrial Models, and any other international agreements, and hereby authorizes and requests the Patent Offices around the world to issue all Letters Patent to ASSIGNEE, for the sole use and benefit of ASSIGNEE, its successors, assigns and legal representatives.

ASSIGNOR also agrees to and does hereby grant, assign and transfer to ASSIGNEE, its successors, assigns and legal representatives, without further remuneration, a like interest in and to any improvements, related new matter, and derivative works, and applications based thereon, growing out of or relating to the inventions; and to provide all reasonable assistance and execute any papers, if accurate, desired by ASSIGNEE, its successors, assigns and legal representatives, to preserve, acquire and/or perfect ASSIGNEE's full protection and title in and to the inventions, any improvements, and any aforementioned patent applications.

ASSIGNOR and ASSIGNEE further agree that, if any court of competent jurisdiction determines that any portion of this Assignment is invalid or unenforceable, the remainder of the Assignment shall not thereby be affected and shall be given full effect by the court, without regard to the invalid or unenforceable portion(s).

FURTHERMORE, each undersigned ASSIGNOR hereby individually declares that:

(i) the above-identified application(s) were made or authorized to be made by me;

(ii) I believe that I am the original inventor or an original joint inventor of a claimed invention in the application;


(iii) I acknowledge the duty to disclose to the U.S. Patent Office all information known to be material to patentability; and

(iv) I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five years, or both.

Signatures appear on the following page(s)

EXECUTED below by ASSIGNOR:

Inventor Name: Adam Baxter

Signature: 

Residence & mailing address: 3009 Agent Court, Raleigh, NC 27603

Citizenship: US

Date: April 8, 2021

EXECUTED below by ASSIGNOR:

Inventor Name: Sujith Sunny

Signature: 

Residence & mailing address: Grace Villa, T.D.Road, Cochin, Kerala, INDIA 682011
~~8738 Pinnacle Cross Drive, Apt 7, Huntersville, NC 28078~~

Citizenship: IN

Date: 04/12/2021

EXECUTED below by ASSIGNOR:

Inventor Name: Bryan Washburn

Signature: 

Residence & mailing address: 360 S. Graham Street, Unit 246, Charlotte, NC 28202

Citizenship: US

Date: April 08, 2021

EXECUTED below by ASSIGNEE:

Name & Title: Christopher W. McAvoy, President

Signature: Christopher W. McAvoy

Date: April 13, 2021

PATENT

Assignment & Declaration

Docket No. 71/7743/00392/P4146US01

RECORDED: 05/07/2021

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