

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6745666

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIGHTNING TECHNOLOGIES, INC.	05/26/2021
RECEIVING PARTY DATA	
Name:	PALLTRONICS, INC.
Street Address:	400 WATER STREET
City:	ROCHESTER
State/Country:	MICHIGAN
Postal Code:	48307
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D869813
Application Number:	16265579
CORRESPONDENCE DATA	
Fax Number:	(313)496-8453
<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:	13134967912
Email:	berger@millercanfield.com
Correspondent Name:	MILLER CANFIELD PADDOCK & STONE, PLC
Address Line 1:	150 W. JEFFERSON, STE. 2500
Address Line 4:	DETROIT, MICHIGAN 48226
ATTORNEY DOCKET NUMBER:	159982-00001
NAME OF SUBMITTER:	KIMBERLY A. BERGER
SIGNATURE:	/Kimberly A. Berger/
DATE SIGNED:	06/04/2021
Total Attachments: 4	
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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is entered into as of this ^{26th} day of May, 2021, by and between **Fred J. Dery, in his capacity as Chapter 7 Trustee for the bankruptcy estate of Lightning Technologies, Inc., Case No. 21-41019-tjt** ("Assignor"), and **Palltronics, Inc.**, a Michigan corporation ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, on February 5, 2021, an involuntary petition under Chapter 7 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended was filed against Lightning Technologies, Inc., thereby commencing Case No. 21-41019-tjt in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Case"); and

WHEREAS, Fred J. Dery was appointed as and is the duly acting Chapter 7 trustee for the bankruptcy case estate in the Bankruptcy Case; and

WHEREAS, Assignor and Assignee are Parties to a certain Amended 363 Sale Asset Purchase Agreement with an effective date of March 4, 2021 (the "Purchase Agreement"), pursuant to which this Patent Assignment is a Transfer Document being executed as of the Closing of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights to certain registered patents and patent applications identified on Schedule 1, attached hereto and incorporated by this reference (hereinafter referred to as the "Patents"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Patents from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor agrees as follows:

1. Assignor hereby assigns, conveys, transfers and sets over absolutely to Assignee, all of Assignor's rights, title and interests in and to the Patents, for the United States and for all foreign countries, including any divisions, reissues, reexaminations, extensions or foreign equivalents thereof or continuations or continuations-in-part, and including the subject matter of all claims which may be obtained therefrom, and to any and all inventions and improvements which are disclosed and/or claimed in the Patents, including any and all inventions which are disclosed but not claimed, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

2. In accord with the Purchase Agreement, the Patents are transferred free and clear of all liens, claims, encumbrances or other interests.

3. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Patents and all legal equivalents as may be known or accessible to Assignor.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. The terms of the Purchase Agreement are incorporated herein by this reference. This Assignment is executed and delivered in connection with the Purchase Agreement and shall not be interpreted or construed as varying in any respect the agreements, covenants, representations or warranties of the Parties contained therein.

6. This Assignment is absolute, exclusive and irrevocable.

7. In addition to the applicable representations and warranties provided in the Purchase Agreement, Assignor represents and warrants that: (i) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (ii) has not executed, and will not, execute any agreement or other instrument in conflict herewith.


8. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

9. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Michigan without regard to the choice of law rules of that state.


[Signature Page and Schedules to Follow this Page]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

**Fred J. Dery, in his capacity as Chapter 7 Trustee for
the bankruptcy estate of Lightning Technologies,
Inc., Case No. 21-41019-tjt**

By: 
Name: FRED J. DERY
Title: CHAPTER 7 TRUSTEE

Palltronics, Inc.

By: 
Name: DAMIAN KASSAB
Title: PRESIDENT

Schedule 1

Patents

App. No. / Reg. No. or Pub. No.	Country	Title	Inventors	Current Owner
16/265579	US	WIRE BUNDLE COATING ASSEMBLY AND METHOD	Gabel, Jacob	Lightning Technologies, LLC
D869813 S	US	PALLET	Heiberger, Roland B.	Lightning Technologies, LLC
201830420437X	China	PALLET	Heiberger, Roland B.	Lightning Technologies, LLC
2018-016779 JPD1620188	Japan	PALETTE	Heiberger, Roland B.	Lightning Technologies, LLC
30-2018-0035495	Korea	PALLET	Heiberger, Roland B.	Lightning Technologies, LLC
005516135-0001	EU	PALLETS	Heiberger, Roland B.	Lightning Technologies, LLC

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