

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6807723

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BRUCE PHILLIPS	01/08/2020
RECEIVING PARTY DATA		
Name:	BGP COMPANY, LLC	
Street Address:	17 LARCH ROAD	
City:	WABAN	
State/Country:	MASSACHUSETTS	
Postal Code:	02468	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16790974
CORRESPONDENCE DATA		
Fax Number:	(414)271-3552	
<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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ATTORNEY DOCKET NUMBER:	158948.01847	
NAME OF SUBMITTER:	HEATHER TORGERSON	
SIGNATURE:	/Heather Torgerson/	
DATE SIGNED:	07/12/2021	
Total Attachments: 4		
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Appendix A

Assignment Agreement Between Inventor (Bruce Phillips) and BGP Company LLC

This Assignment of Intellectual Property Rights ("Agreement") is dated and made effective as of the 15th day of MARCH, 2019 (the "Effective Date"), by and between Bruce Phillips ("Inventor"), an individual resident of Massachusetts located at 17 Larch Road, Waban, MA 02468 (hereinafter "Inventor") and BGP Company, LLC ("BGP"), a company of Massachusetts with offices at 17 Larch Road, Waban, Massachusetts 02468 (collectively the "Parties").

WHEREAS, Inventor owns certain rights in one or more inventions, described in United States Patent Application No. 62/805,501, filed on the 14th day of February, 2019 and titled Adjustable Depth Electrical Wall Mount Ring (the "Subject Patent");

WHEREAS, Inventor desires to assign all of its respective right, title, and interest worldwide in and to the Subject Patent and the inventions therein, and the patents that have been pursued based on the Subject Patent and the inventions therein in the United States and worldwide (the "Rights") to BGP, and BGP desires to take such assignment so that it can be the sole owner of the Inventions and Rights and have the right to enforce the Rights.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the Parties hereby covenant and agree as follows:

1. Inventor agrees to assign and hereby sells, assigns, and transfers to BGP all right, title, and interest in and to the Subject Patent, the inventions therein, and the Rights, in the United States, including without limitation (a) the Subject Patent; (b) all patents and patent applications (i) to which the Subject Patent claims priority and (ii) for which the Subject Patent directly or indirectly forms a basis for priority; (c) all reissues, reexaminations, extensions, continuations, continuations in part, requests for continuing examinations, divisionals, and registrations of any item in any of the foregoing categories (a) and (b); (d) all foreign patents and patent applications, and all foreign counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, validations, industrial design protection, design patent protection, and other governmental grants or issuances, including, without limitation, all rights under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding; and (e) all inventions to which any of the foregoing are directed, and all rights under such inventions, including the right to claim priority, all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the intellectual property rights, title, or interests listed in this and/or any other item in any of the foregoing categories, including, for past, current, and future infringement, including the sole right to proceed as the applicant and patent owner of the Rights, the Subject Patent and the inventions therein before the United States Patent and Trademark Office and all other patent offices.

2. The Parties hereby acknowledge that, as of the Effective Date of this Agreement, BGP shall have succeeded to any and all of the Inventor's right, title, and interest in and to the Subject Patent, the inventions therein, and the Rights, in the United States and worldwide, and will have exclusive control (with no obligation to consult or account to the Inventor) over all decisions relating thereto, including without limitation as to the maintenance, review, reexamination, reissue, defense, licensing, enforcement, commercialization (or not), further assignment, and other actions relating to the Subject Patent, the inventions therein, and the Rights in the United States and elsewhere. For clarity, after the Effective Date, BGP shall possess all substantial rights in the Subject

Patent, the inventions therein, and the Rights in the United States and elsewhere, including for purposes of any enforcement actions.

3. The parties agree that it is in their mutual best interests to assign the foregoing rights to BGP at this time, as BGP is more advantageously situated to make use of, exploit, enforce, and derive value from such rights. Therefore, Inventor has agreed to assign such rights to BGP in consideration of this mutual best interest, their past and ongoing relationship, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged. The Parties acknowledge that the consideration exchanged herein has not been ascribed a specific monetary value, and was not based on, and is not reflective of, any financial or other valuation of the Inventions or Rights. The Parties further acknowledge and agree that the value of the Subject Patent, the inventions therein, and Rights transferred hereunder, if expressed in financial terms, would be substantial and that Inventor would not have entered into this agreement without obtaining such monetary value but for considerations listed above.

4. Inventor agrees to reasonably cooperate with BGP, to prepare, execute, and deliver such documents and take such actions as may be necessary or desirable to substantiate and/or record the assignments contemplated hereunder, including without limitation executing assignment documents to be filed in the records of United States Patent and Trademark Office and other patent offices. Inventor further agrees to reasonably cooperate with BGP in the event BGP decides to enforce the Rights through any suit, claim or proceeding or to otherwise pursue any infringements or damages relating to the Inventions in the United States or elsewhere.

5. EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY EXTENDS VIA THIS AGREEMENT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. This Agreement and the Evaluation and Assignment Agreement dated the 9th day of February, 2019 constitute the full understanding between the parties with respect to the subject matter hereof, and no statements or agreements by or between the parties, whether orally or in writing, made prior to or at the signing hereof shall vary or modify the written terms of this Agreement. Neither party shall claim any amendment, modification, or release from any provisions of this Agreement by mutual agreement, acknowledgment, or otherwise, unless such agreement is in writing, signed by the other party, and specifically states that it is an amendment to this Agreement.

7. If any provisions of this Agreement are or shall come into conflict with the laws or regulations of any jurisdiction or any governmental entity having jurisdiction over the parties or this Agreement, those provisions shall be deemed automatically deleted, if such deletion is allowed by relevant law, and the remaining terms and conditions of this Agreement shall remain in full force and effect. If such a deletion is not so allowed or if such a deletion leaves terms thereby made clearly illogical or inappropriate in effect, or frustrates the purpose of this Agreement, the parties agree to substitute new terms as similar in effect to the present terms of this Agreement as may be allowed under the applicable laws and regulations. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective, permitted successors and assigns.

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IN WITNESS WHEREOF, BGP and Inventor have executed this Agreement by their duly authorized representatives as of the last date set forth below.

BCP Company, LLC

Bruce Phillips

Signature:

Signature:

Name: Bruce Phillips

Date: Jan. 8, 2020

Title: 437A Ge

Date: Jan. 8, 2020

ACKNOWLEDGMENT

STATE OF Florida)

SS:

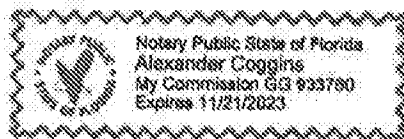
COUNTY OF Palm Beach) AC

On this 8th day of January, ²⁰²⁰~~2019~~, Bruce Phillips, the Manager of BGP Company, LLC, appeared and signed this document before me and stated that the foregoing instrument was signed on behalf of such company pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the company.

Ann C. [Signature]

Notary Public

My Commission Expires: 11/21/23



ACKNOWLEDGMENT

STATE OF Florida)

SS:

COUNTY OF Palm Beach)

Bruce Phillips signed this document before me and acknowledged execution of the instrument as a free act and deed on this 8th day of January, 2019. AC

A. C.

Notary Public

My Commission Expires: 11/21/23

Appendix B

Assignment Agreement Between BGP Company LLC and ERICO International Corporation

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RECORDED: 07/12/2021

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