

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6823214

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ALBERS MECHANICAL CONTRACTORS INC.	11/07/2019
RECEIVING PARTY DATA	
Name:	ACS FAB, LLC
Street Address:	1236 N. 18TH STREET
City:	SHEBOYGAN
State/Country:	WISCONSIN
Postal Code:	53082-0611
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16533306
CORRESPONDENCE DATA	
Fax Number:	(202)672-5399
<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:	2026725300
Email:	ipdocketing@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET, N.W.
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007-5109
ATTORNEY DOCKET NUMBER:	062103-1494
NAME OF SUBMITTER:	LATHENA REMP
SIGNATURE:	/Lathena Remp/
DATE SIGNED:	07/20/2021
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("**Patent Assignment**"), dated as of November 7, 2019 is made by ALBERS MECHANICAL CONTRACTORS, INC. ("**Seller**"), a Minnesota corporation, in favor of ACS FAB, LLC ("**Buyer**"), a Wisconsin limited liability company, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated as of November 7, 2019 between Buyer and Seller (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Patents**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Patent 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 Buyer with respect to the Assigned Patents. 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. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Patent 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 Patent Assignment.

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any dispute or disagreement between the parties as to the interpretation of any provision of, or the performance of obligations under this Agreement will be commenced and exclusively conducted in its entirety in the courts located in Wisconsin. Each party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to object to the suitability or convenience of such venue or forum.

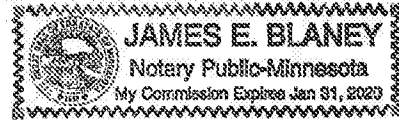
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

Albers Mechanical Contractors, Inc.
By: _____
Name:
Title:
Address for Notices:

ACKNOWLEDGMENT

STATE OF Minnesota)
)SS.
COUNTY OF Le Sueur November, 2019)



On the 7th day of October, 2019, before me personally appeared Charles Albers, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Albers Mechanical Contractors, Inc., a Minnesota corporation and acknowledged the instrument to be the free act and deed of Albers Mechanical Contractors, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: 1-31-2020

Notary Public
Printed Name: James E. Blaney

AGREED TO AND ACCEPTED:

ACS FAB, LLC
By: The Vollrath Company, LLC, its sole member
By: _____
Name: Steven Heun
Title: Chief Financial Officer
1236 N. 18th Street, Sheboygan, WI 53082-0611

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On the _____ day of October, 2019, before me personally appeared Steven Heun, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of The Vollrath Company, LLC, the sole member of ACS Fab, Inc., a Wisconsin limited liability company, and acknowledged the instrument to be the free act and deed of ACS Fab, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name: _____

IN WITNESS WHEREOF, Seller has duly executed and delivered this Patent Assignment as of the date first above written.

Albers Mechanical Contractors, Inc.

By: _____
Name:
Title:
Address for Notices:

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

On the _____ day of October, 2019, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the _____ of Albers Mechanical Contractors, Inc., a Minnesota corporation and acknowledged the instrument to be the free act and deed of Albers Mechanical Contractors, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires: _____

Notary Public
Printed Name:

AGREED TO AND ACCEPTED:

ACS FAB, LLC
By: The Vollrath Company, LLC, its sole member
By: _____
Name: Steven Heun
Title: Chief Financial Officer
1236 N. 18th Street, Sheboygan, WI 53082-0611

ACKNOWLEDGMENT

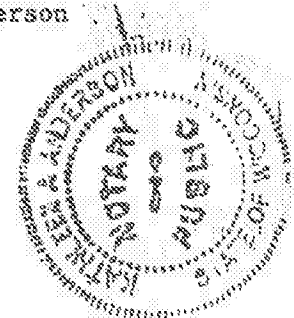
STATE OF Wisconsin)
)
COUNTY OF Sheboygan)

On the 30th day of October, 2019, before me personally appeared Steven Heun, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Financial Officer of The Vollrath Company, LLC, the sole member of ACS Fab, Inc., a Wisconsin limited liability company, and acknowledged the instrument to be the free act and deed of ACS Fab, LLC for the uses and purposes mentioned in the instrument.

My Commission Expires: June 14, 2022

Kathleen A. Anderson

Notary Public
Printed Name: Kathleen A. Anderson



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
None			
None			

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Protection Guard having moveable and positional shield useful for the food service industry	US	62/717,114	08/10/2018
Rotatable hinge and connections for positional shield useful for the food service industry	US	62/802,115	02/06/2019