506808343 08/09/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6855162

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
PINSETTER PARTS PLUS, LLC	01/14/2020

RECEIVING PARTY DATA

Name:	KEGEL LLC	
Street Address:	1951 LONGLEAF BLVD.	
City:	LAKE WALES	
State/Country:	FLORIDA	
Postal Code:	33859	

PROPERTY NUMBERS Total: 1

Property Type	Number		
Patent Number:	7704152		

CORRESPONDENCE DATA

Fax Number: (813)229-1660

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.

Phone: 8132297600

Email: patdocketing@slk-law.com

Correspondent Name: SHUMAKER, LOOP & KENDRICK, LLP

Address Line 1: 101 E. KENNEDY BOULEVARD

Address Line 2: SUITE 2800

Address Line 4: TAMPA, FLORIDA 33602

ATTORNEY DOCKET NUMBER: K13148-161263	
NAME OF SUBMITTER:	JEFFREY B. FABIAN
SIGNATURE:	/Jeffrey B. Fabian, Reg. No. 70164/
DATE SIGNED:	08/09/2021

Total Attachments: 4

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Escrow 4.3 (A)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of January 4, 2020, is made by Pinsetter Parts Plus LLC, a Wisconsin limited liability company ("Seller"), in favor of Kegel LLC, a Florida limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement among Buyer, Seller and Seller's owners dated effective as of the date hereof (the "Purchase Agreement").

WHEREAS, under the terms of the 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 IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. <u>Assignment</u>. 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 IP"):

The patent registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof as well as all common law trademarks (the "Patents"), and any reissues or extensions and for the entire terms of any patents, reissues, or extensions that may issue from foreign applications, divisions, continuations in whole or part, or substitute applications filed claiming the benefit of either of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

- (a) 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;
- (b) 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
- (c) 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, dilution, 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 United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to

PATENT REEL: 057123 FRAME: 0097 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This IP 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 IP 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 IP Assignment.
- 4. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. <u>Governing Law.</u> This IP 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 IP 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 Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

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

Pinsetter	Parts Plus LLC	
and the same	C 2 13 13 11	

Name: Milliand C. Feb 72

Title: Member

Address for Notices: 11211 N Bobolink Ln Mequon, WI 53092

Attention: Mike Feltz

TO AND ACCEPTED:

Kegel LLA

Name: Christøpher Chartrand

Title: CEO

Address for Notices:

1951 Longleaf Blvd. Lake Wales, FL 33859 Attention: Christopher Chartrand

On this // day of Inviney, before me, ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same. WITNESS my hand and official seal in Michaeles County of Michaeles on the date set forth in this certificate.

Notary Public

My commission expires: 8-12-2023

SCOTT TYSEN

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Schedule A
Patent Registrations

Patent number	Owner	Title	Patent date	Status	Registration Body
7704152	PPP	No-Slide Pin Spot	April 27, 2010	Valid and in force	USPTO
7115040	PPP	Pit Cushion Follower Assembly	October 3, 2006	Valid and in force	USPTO

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RECORDED: 08/09/2021