

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT6868725

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WARD LEONARD INVESTMENT HOLDINGS, LLC	08/17/2021
RECEIVING PARTY DATA	
Name:	TAR, LLC, D/B/A HOUMA ARMATURE WORKS
Street Address:	2534 CUMMINS ROAD
City:	HOUMA
State/Country:	LOUISIANA
Postal Code:	70363
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	10454330
CORRESPONDENCE DATA	
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<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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Correspondent Name:	JASON PUTTER
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NAME OF SUBMITTER:	JASON PUTTER
SIGNATURE:	/Jason Putter/
DATE SIGNED:	08/17/2021
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Patent Assignment**”), dated as of August 17, 2021 (the “**Effective Date**”), is made by Ward Leonard Investment Holdings, LLC, a Delaware limited liability company (“**Assignor**”), in favor of Tar, LLC, d/b/a Houma Armature Works, a Louisiana limited liability company (“**Buyer**”).

WHEREAS, under the terms of that certain Intellectual Property Purchase Agreement (the “**IP Purchase Agreement**”), dated of even date herewith, Assignor has conveyed, transferred, and assigned to Buyer, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor’s right, title, and interest in and to the following (the “**Assigned Patent**”):

(a) the patent set forth in Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor 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. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 Patent to Assignee, or any assignee or successor thereto.

3. Terms of the IP Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the IP Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patent. The representations, warranties, covenants, agreements, and indemnities contained in the IP 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 IP Purchase Agreement and the terms hereof, the terms of the IP 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 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

WARD LEONARD INVESTMENT
HOLDINGS, LLC

By: 

Name: Don R. Carter

Title: Chief Executive Officer

AGREED TO AND ACCEPTED:

TAR, LLC

d/b/a Houma Armature Works

By: _____

Name:

Title:

PATENT

REEL: 057203 FRAME: 0461

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

WARD LEONARD INVESTMENT
HOLDINGS, LLC

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

TAR, LLC
d/b/a Houma Armature Works

By: Mark Welch
Name: MARK WELCH
Title: PRESIDENT

SCHEDULE 1
ASSIGNED PATENT

Title	Jurisdiction	Patent Number	Issue Date
MOTOR INCLUDING STATOR COOLING CHANNEL ADJACENT TO STATOR SLOTS	USA	10,454,330	Oct. 22, 2019