506828964 08/20/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6875784

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date | |
|---------------------------|----------------|--|
| TEX-TECH INDUSTRIES, INC. | 01/29/2021 | |

RECEIVING PARTY DATA

| Name: | DUPONT SAFETY & CONSTRUCTION, INC. | | |
|-------------------|------------------------------------|--|--|
| Street Address: | 974 CENTRE ROAD | | |
| Internal Address: | CHESTNUT RUN PLAZA 730 | | |
| City: | WILMINGTON | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19805 | | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | | | |
|---------------------|----------|--|--|--|
| Application Number: | 10658550 | | | |

CORRESPONDENCE DATA

Fax Number: (302)355-4743

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: 3029994233

Email: frances.toutkaldjian@dupont.com Correspondent Name: FRANCES TOUTKALDJIAN

Address Line 1: 974 CENTRE ROAD

Address Line 2: DUPONT LEGAL, CRP721/2271 Address Line 4: WILMINGTON, DELAWARE 19805

| ATTORNEY DOCKET NUMBER: | KB6220-US-NP |
|-------------------------|------------------------|
| NAME OF SUBMITTER: | FRANCES TOUTKALDJIAN |
| SIGNATURE: | /Frances Toutkaldjian/ |
| DATE SIGNED: | 08/20/2021 |

Total Attachments: 6

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (the "<u>Assignment</u>") dated as of January 29, 2021 (the "<u>Effective Date</u>"), is entered into by and between Tex-Tech Industries, Inc., a Delaware corporation ("<u>Assignor</u>") and DuPont Safety & Construction, Inc., a Delaware corporation ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor, Assignee, and DuPont Specialty Products USA, LLC have entered into an Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, among other things, the Assigned IPR;

WHEREAS, all active patents and patent applications included in the Assigned IPR are set forth on <u>Schedule A</u> attached hereto (collectively, the "<u>Transferred Patents</u>");

WHEREAS, Assignor is the owner of the Transferred Patents; and

WHEREAS, pursuant to the APA, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Transferred Patents.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment and in the APA, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Assignment. Pursuant to and subject to the terms and conditions of the APA, Assignor, as of the Effective Date, hereby irrevocably assigns, transfers, sells and conveys to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's entire right, title, and interest in and to the Transferred Patents, including the inventions claimed therein and any reissues, reexaminations, divisionals, continuations, continuations-in-part, extensions, provisionals, substitutions and counterparts of such Transferred Patents existing as of the Closing Date, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 (A) the right to prosecute, register, maintain and defend the Transferred Patents before any public or private agency, office or registrar; (B) the right, if any, to claim priority based on the filing dates of any of the Transferred Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention, and all other treaties of like purposes; (C) the rights to 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 Transferred Patents, including the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation; (D) all rights to collect income, royalties, damages and other payments now or hereafter due or payable under or on account of any of the Transferred Patents; (E) the right to fully and entirely stand in the place of Assignor in all matters related thereto and

- (F) all other rights corresponding thereto throughout the respective countries where Assignor holds rights in the Transferred Patents.
- 2. <u>Cooperation</u>. Assignor, at its expense, shall take reasonable actions and execute and deliver documents that Assignee may reasonably request to effect the terms of this Assignment and to perfect Assignee's title in and to those Transferred Patents assigned to it hereunder.
- 3. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including but not limited to taxes, attorneys' fees and patent office fees in any jurisdiction, associated with the perfection of Assignee's right, title and interest in and to the Transferred Patents and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Transferred Patents. The Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Transferred Patents and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment, including but not limited to issuing any and all Letters Patents of the United States (or corresponding documents in any applicable foreign countries) on inventions claimed in the Transferred Patents.
- 4. <u>Governing Law.</u> This Assignment shall be governed by the governing law and venue provisions of Section 7.8 of the APA.
- 5. General Provisions. All capitalized terms used in this Assignment and not defined herein shall have the meanings set forth in the APA. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment, along with its Schedule and the APA and its Schedules and Exhibits, constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the APA and this Assignment, the provisions of the APA shall control.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

TEX-TECH INDUSTRIES, INC.

By

Name: Peter Manos

Title:

Chairman of the Board of

Directors and Secretary

State of Manyland

County of Paince Georges)

On the 28th day of January in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared, Peter Manos, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

Denshea L Philps

My commission expires: Sept. 10 2024

Dated: 1/28/2021

9-10-2024



[Signature Page to Patent Assignment]

ASSIGNEE

DUPONT SAFETY & CONSTRUCTION, INC.

Ву

Name: Rose Lee

Title: President, Safety & Construction

Schedule A

LIST OF TRANSFERRED PATENTS

| Appl. / Pub. / Patent No. | Country | Title | Applicant / Assignee | Inventors | Filing Date | Priority Date & Appl. No. | Issue Date | Status |
|---|--------------------------------------|---|----------------------------------|---|-------------|---|------------------------------------|---|
| 7101818 | US | Enhanced energy absorbing materials | Tex-Tech, Industries, Inc. | PRICE ALLEN L; ERB JR DAVID F; RITTER ERIC D | 09/10/2003 | 09/10/2002 60/409,225 | 09/05/2006 | Granted |
| 7631405 (Div. of '818 Patent) | US | Enhanced energy absorbing materials | Tex-Tech, Industries, Inc. | PRICE ALLEN L; ERB JR DAVID F; RITTER ERIC D | 06/13/2006 | 09/10/2002 60/409,225 | 12/14/2009 | Granted |
| 2004/109213 2504631 1579167 60341543 1579167 1579167 1579167 1579167 566354 1579167 2391269 | WIPO: CA EP DE FR IT TR IE AT GB ES | Enhanced energy absorbing materials | Tex-Tech, Industries, Inc. | PRICE ALLEN L; ERB DAVID F JR; RITTER ERIC D; MONTGOME RY ELIZA L; BARTER ERIC A | 09/10/2003 | 09/10/2002 60/409,225 | 10/18/2011 (CA) 07/11/2012 (EP) | Granted (EP Validated in DE, FR, IT, TR, IE, AT, GB, ES) |
| 20170191803 | US | Ballistic materials incorporating spunlaced nonwovens | Tex-Tech, Industries, Inc. | PRICE ALLEN L; BRAHMS DAVID; JANCO SCOTT; MUSCIANO COURTNEY; GRAVEL ROBERT; BARTER ERIC A; LANGLEY MATT; STAHL JAMES; GALLACHER VINCENT | 12/31/2015 | N/A | | Pending |
| 2017116649 2016380794 3009859 3397475 | WIPO: AU CA EP | Ballistic materials incorporating spunlaced nonwovens | Tex-Tech, Industries, Inc. | PRICE ALLEN L; BRAHMS DAVID; JANCO SCOTT; MUSCIANO COURTNEY; GRAVEL ROBERT; BARTER ERIC A; LANGLEY MATT; STAHL JAMES; GALLACHER VINCENT | 12/08/2016 | 12/31/2015 14/985,897 (2017109180 3) | | Pending |

| Appl. / Pub. / Patent No. | Country | Title | Applicant / Assignee | Inventors | Filing Date | Priority Date & Appl. No. | Issue Date | Status |
|------------------------------|---------|-------------------------|----------------------------|-------------------|-------------|---------------------------|------------|---------|
| 20200025530 | US | Denier gradient core | Tex-Tech, Industries, | GRAVEL ROBERT: | 02/27/2019 | 12/3/2014 | | Pending |
| (Cont. of | | matrix | Inc. | JANCO | | 62/086,917 | | |
| 20160202024) | | ballistic | | SCOTT; | | | | |
| | | material | | MUSCIANO | | | | |
| | | | | COURTNEY; | | | | |
| | | | | PRICE ALLEN | | | | |
| | | | | L | | | | |
| 10,550,500 | US | Puncture | Tex-Tech, | ERB DAVID F | 11/13/2015 | 05/24/2013 | | Granted |
| | | resistant | Industries, | JR; BARTER | | | | |
| | | material | Inc. | ERIC A | | 61/827,326 | | |
| 2020/0131676 | US | Puncture | Tex-Tech, | ERB DAVID F | 12/24/2019 | 05/24/2013 | | Pending |
| | | resistant | Industries, | JR; BARTER | | | | |
| (Div. of | | material | Inc. | ERIC A | | 61/827,326 | | |
| 10,550,500) | | | | | | | | |

RECORDED: 08/20/2021