## 506839113 08/26/2021 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6885934

SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
		Name	Name Execution			
OPM SERVICES, INC	).			06/08/2021		
RECEIVING PARTY [	ΟΑΤΑ					
Name:	SIMPAK ACQUISITION LLC					
Street Address:	14492 E.	14492 E. 33RD PLACE				
City:	AURORA	AURORA				
State/Country:	COLORA	COLORADO				
Postal Code:	80011					
	1					
PROPERTY NUMBER	RS Total: 1					
Property Type		Number				
Patent Number:	8	011511				
CORRESPONDENCE	DATA					
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#### PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** ("**Patent Assignment**"), dated as of June 8, 2021, is made by OPM Services, Inc. ("**Assignor**"), a Kentucky corporation, located at 405 Duff Lane, Louisville, KY 40207, in favor of Simpak Acquisition LLC ("**Assignee**"), a Colorado limited liability corporation, located at 14492 E. 33<sup>rd</sup> Place, Aurora, CO 80011.

WHEREAS, Assignor desires to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and Assignee desire to secure all right, title, and interest in and to the intellectual property;

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, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor'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, any other patents or patent applications based in whole or in part upon such patents or patent applications in any country (including any Patent Cooperation Treaty, national entries, issuances, divisional, renewal, substitute, continuation, continuation-in-part applications, 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. <u>Representations and Warranties</u>. Assignor represents and warrants that Assignor has the full right to convey to Assignee the entire interest to the Assigned Patents, and that Assignor has not executed, and will not execute, any agreement in conflict herewith.

3. <u>Recordation and Further Actions</u>. Assignor 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 Assignee. Following the date hereof, upon Assignee's reasonable request, 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

#### PATENT REEL: 057301 FRAME: 0388

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 Patents to Assignee, or any assignee or successor thereto.

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4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. <u>Governing Law</u>. 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 Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

#### [SIGNATURE PAGE FOLLOWS]

PATENT REEL: 057301 FRAME: 0389

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

OPM Services, Inc. By: Name: W. Kent Oyler

Title: Chief Executive Officer Address for Notices: 405 Duff Lane, Louisville, KY 40207

### AGREED TO AND ACCEPTED:

Simpak Acquisition LLC By: 10

Name: Ton Moman

Title: fras.de. Co Address for Notices: 14492 E. 33<sup>rd</sup> Place, Aurora, CO 80011

### PATENT REEL: 057301 FRAME: 0390

## SCHEDULE 1

Patents

Title	Jurisdiction	Patent Number	Issue Date
PACKING MATERIAL AND METHOD	U.S.	8,011,511 B2	Sep 6, 2011

0122514.0587416 4821-9951-1540v1

# PATENT REEL: 057301 FRAME: 0391

**RECORDED: 08/26/2021**