

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6890760

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| FABTECH INDUSTRIES, INC. | 05/22/2021 |
| RECEIVING PARTY DATA | |
| Name: | WARN INDUSTRIES, INC. |
| Street Address: | 12900 SE CAPPS ROAD |
| City: | CLACKAMAS |
| State/Country: | OREGON |
| Postal Code: | 97015 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 14528141 |
| Application Number: | 29497812 |
| Application Number: | 11591439 |
| CORRESPONDENCE DATA | |
| Fax Number: | (312)827-8185 |
| <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: | 312-372-1121 |
| Email: | chicago.patents@klgates.com |
| Correspondent Name: | K&L GATES LLP |
| Address Line 1: | P.O. BOX 1135 |
| Address Line 4: | CHICAGO, ILLINOIS 60690-1135 |
| ATTORNEY DOCKET NUMBER: | FABTECH INTAKE (3724869) |
| NAME OF SUBMITTER: | KEVIN T. MCCORMICK |
| SIGNATURE: | /Kevin T. McCormick/ |
| DATE SIGNED: | 08/30/2021 |
| Total Attachments: 5 | |
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| source=6 - Fabtech_ Patent Assignment Agreement_USE_Active01_309570950_5#page2.tif | |
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| source=6 - Fabtech_ Patent Assignment Agreement_USE_Active01_309570950_5#page4.tif | |

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Patent Assignment") is made and entered into as of this 27th day of May, 2021 by and between Warn Industries, Inc., a Delaware corporation (the "Purchaser"), and Fabtech Industries, Inc., a California corporation (the "Company").

WHEREAS, the parties hereto have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which, among other things, the Company has agreed to sell, convey, transfer, assign, and deliver to the Purchaser, and the Purchaser has agreed to assume, the Purchased Proprietary Rights (as defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Patent Assignment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

2. **Assignment.** The Company hereby sells, conveys, transfers, assigns, and delivers to the Purchaser and its successors and assigns, and the Purchaser hereby accepts, all of the Company's right, title, and interest in and to the following:

(a) the patents and patent application(s) listed on Schedule A attached hereto, together with the goodwill of the business associated therewith and which is symbolized thereby (the "Patents");

(b) all common law rights, registrations, parents, divisions, continuations, continuations-in-part, reissues, other family members, extensions and renewals of the Patents;

(c) all letters patent which may be granted therefrom;

(d) all reissues and extensions of the Patents, including the right to claim International Convention priority or the right in any of the Patents to claim priority in any other country;

(e) any other patent applications owned by the Company that are in existence as of the date of execution of this Patent Assignment or that claim priority to such other patent applications;

(f) any and all renewals and extensions of the Patents that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the Purchaser, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Company had this Patent Assignment not been made;

(g) 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

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

3. **Recordation and Further Actions.** The Company authorizes the Commissioner for Patents in the U.S. Patent and Trademark Office, and any other governmental officials, to record and register this Patent Assignment upon request by the Purchaser. Upon the reasonable request of the Purchaser, the Company shall take such steps and actions following the date hereof, at no cost to the Company, including the execution and delivery of any documents, files, registrations, or other similar items, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Patents to the Purchaser, or any assignee or successor thereto.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. **Governing Law.** This Patent Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and to be performed wholly therein.

6. **Severability.** If any term or provision of this Patent Assignment is determined to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Patent Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Patent Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

7. **Counterparts.** This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

8. **No Third Party Beneficiaries.** This Patent Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Patent Assignment.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN TESTIMONY WHEREOF, the UNDERSIGNED have hereunto set their hand on the date indicated below.

* * * * *

FABTECH INDUSTRIES, INC.

By: David James Winner

Title: David James Winner

Date: Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

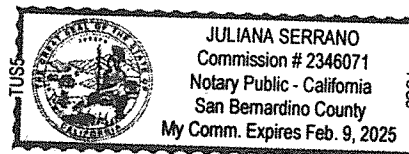
On 05-22-2021, before me, Juliana Serrano Notary Public
(insert name and title of the officer)

Notary Public, personally appeared David James Winner,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Juliana Serrano



(Seal)

* * * * *

ACCEPTED BY:

WARN INDUSTRIES, INC.

By: Walter Hanley

Name: Walter P. Hanley

Title: Vice President

Date: May 27, 2021

WITNESS:

By: Patricia Farnell

Date: May 27, 2021

State of Illinois
County of Cook
On May 27, 2021 I, Kari Kloc
Notary Public

hereby confirm that the signature for Warn Industries, Inc.

is that of Walter Hanley and that it has been shown
Name of Signatory

to me that Walter Hanley was, on the day of signing,
Name of Signatory

authorized to validly sign alone such an assignment on behalf of said company.

Notary
Signature Kari Kloc



[SIGNATURE PAGE TO PATENT ASSIGNMENT AGREEMENT]

SCHEDULE A

| Country | Application Number | Application Date | Patent Number | Issue Date/ Pub Date |
|---------------|--------------------|------------------|---------------|-------------------------|
| United States | 14/528,141 | October 30, 2014 | 9,315,085 | April 19, 2016 |
| United States | 29/497,812 | July 29, 2014 | D741,756 | October 27, 2015 |
| United States | 11/591,439 | October 31, 2006 | N/A | N/A |

[Schedule A]