

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6949060

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TAN COMPOSITES, LLC	09/08/2021
THE UAB RESEARCH FOUNDATION	09/08/2021
RECEIVING PARTY DATA	
Name:	AFL TELECOMMUNICATIONS LLC
Street Address:	170 RIDGEVIEW CENTER DRIVE
City:	DUNCAN
State/Country:	SOUTH CAROLINA
Postal Code:	29334
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17224155
CORRESPONDENCE DATA	
Fax Number:	
<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:	8642711592
Email:	usdocketing@dority-manning.com
Correspondent Name:	DORITY & MANNING, P.A
Address Line 1:	PO BOX 1449
Address Line 4:	GREENVILLE, SOUTH CAROLINA 29602
ATTORNEY DOCKET NUMBER:	AFLOCA-316-CIP3
NAME OF SUBMITTER:	THOMAS D. HUYCKE
SIGNATURE:	/Thomas D. Huycke/
DATE SIGNED:	10/01/2021
Total Attachments: 8	
source=IP Assignment - UABRF to AFL#page1.tif	
source=IP Assignment - UABRF to AFL#page2.tif	
source=IP Assignment - UABRF to AFL#page3.tif	
source=Assignment - Tan to AFL#page1.tif	
source=Assignment - Tan to AFL#page2.tif	

source=Assignment - Tan to AFL#page3.tif

source=Assignment - Tan to AFL#page4.tif

source=Assignment - Tan to AFL#page5.tif

ASSIGNMENT
(Patent Assets)

Patent Assets	The intellectual property described in UABRF intellectual property disclosure numbered U2020-0031, entitled "Foldable and/or Collapsible Plastic Meter Box and Utility Vault", as well as that certain U.S. non-provisional patent application, entitled "Foldable and/or collapsible plastic/composite utility enclosures" filed with the U.S. Patent and Trademark Office on October 25, 2019 and assigned U.S. Serial No. 16/663,391, as well as U.S. Provisional Patent Application No. 62/751,278, U.S. Patent No. 11,008,134, International Patent Application No. PCT/US20/56277, U.S. Patent Application No. 17/215,651, U.S. Patent Application No. 17/322,120, U.S. Patent Application No. 17/223,089, U.S. Patent Application No. 17/224,155 (collectively, the "Patent Assets")
Assignee	AFL Telecommunications LLC (the "Assignee")

The UAB Research Foundation, a corporation of the State of Alabama, having a principal place of business at 710 13th Street South, CSB 120, Birmingham, AL 35233 ("UABRF"), owns all right, title and interest in certain inventions and improvements disclosed in the above referenced Patent Assets.

For valuable consideration, UABRF:

- I. agrees to assign, hereby assigns, and has assigned to the Assignee, all of its right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced Patent Assets, implicitly or explicitly;
 - (b) the above-referenced Patent Assets, the right to claim priority to the above-referenced Patent Assets, all applications based in whole or in part upon the above-referenced Patent Assets, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced Patent Assets;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all Patent Assets described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

2. authorizes and requests the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, Patent Assets, patent applications and patents described in Section 1 of this Assignment;
3. agrees to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application or intellectual property;
4. agrees that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representatives, and shall be binding upon UABRF, as well as its successors and assigns; and
5. promises and affirms that it has not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment. Assignee hereby acknowledges receipt of all of The UAB Research Foundation's right, title, and interest in and to the Patent Assets, intellectual property, patent application(s), patent(s) and rights referenced in Section 1 above.

Signature: _____

Name: Karthik Gopalakrishnan

Title: Director of Licensing and New Ventures

Date: _____

Sep 8th 2021

STATE OF ALABAMA
JEFFERSON COUNTY

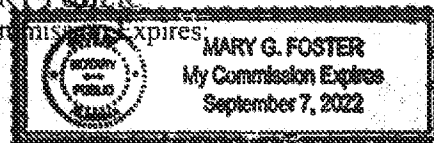
I, Mary G. Foster, a Notary Public in and for said County in said State, hereby certify that Karthik Gopalakrishnan, whose name as Director of Licensing and New Ventures of the UAB Research Foundation, a corporation, is signed to the foregoing Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 8th day of September, 2021.

(Seal)

Mary G. Foster
NOTARY PUBLIC

My Commission Expires:



Assignee hereby acknowledges receipt of all of The UAB Research Foundation's right, title, and interest in and to the intellectual property, patent application(s) and rights referenced in Section 1 above.

Signature: _____


Name: Robert M. Crowder

Date: September 8, 2021

Witness: _____


Name: Daniel Hart

Date: September 8, 2021

ASSIGNMENT

This ASSIGNMENT (“Assignment”) is entered into and is effective as of September 8, 2021 by and between TAN Composites, LLC, an Alabama limited liability company having a principal place of operations at 130 Citation Court, Homewood, Alabama 35209 (“TAN”) and AFL Telecommunications, LLC, a Delaware limited liability company headquartered at 170 Ridgeview Center Drive, Duncan, SC 29334 (“AFL”).

WHEREAS, pursuant to an Assignment and License Agreement (the “Agreement”), executed on even date herewith by and between TAN and AFL, TAN agrees to sell and does sell to AFL, and AFL agrees to purchase and does purchase from TAN, certain patent assets including those attached hereto as Exhibit A;

WHEREAS, pursuant to the Agreement, TAN agrees to assign to AFL all right, title, and interest in and to the patent assets including those attached hereto as Exhibit A;

WHEREAS, TAN and AFL wish to execute and deliver this Assignment to effectuate such assignment of the patent assets.

NOW, THEREFORE, for the sum of one dollar and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. TAN hereby sells, assigns, transfers, conveys, and delivers to AFL, its successors and assigns, to have and to hold forever, without warranty of any kind, express or implied being made by this Assignment, all of TAN’s right, title, and interest in and to (i) the patent assets identified in Exhibit A and any inventions set forth or embodied therein, including without limitation the right to make, to use, and to sell and any provisional rights therein; (ii) any U.S. or foreign application or applications corresponding to or claiming priority to the patent assets; (iii) all divisions, reexaminations, reissues, substitutions, continuations, continuations in part, and extensions thereof; (iv) all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, including without limitation the International Convention for Protection of Industrial Property for every member country; (v) any and all legal actions and rights and remedies at law or in equity for past, present and future infringements, misappropriations, or other violations of the patent assets, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (vi) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the patent assets, for AFL’s own use and enjoyment and for the use and enjoyment of AFL’s successors, assigns, or other legal representatives as fully and entirely as the same would have been held and enjoyed by TAN if this Assignment had not been made.

2. Each of the parties hereto will execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

TAN – AFL
Assignment

3. Notwithstanding anything to the contrary in this Assignment, AFL and its successors and assigns shall take hereunder such right, title and interest in said patent assets subject to any outstanding licenses, options to acquire licenses, or other rights existing in third parties prior to the effective date of this Assignment.

4. No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

5. This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment or the negotiation, execution or performance of this Assignment, shall be governed solely by and construed in accordance with the internal laws of the State of Delaware, without regard to the conflict-of-law principles thereof.

6. This Assignment may be executed in multiple original, PDF or facsimile counterparts, each of which shall be deemed an original, and all of which taken together shall be considered one and the same agreement.

[Signature Page Follows]

TAN – AFL
Assignment

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first written above.

ASSIGNOR:

TAN Composites, LLC

By: 

Name: Michael Allen

Title: CEO

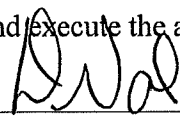
STATEMENT BY WITNESS:

I, Dustin Nolen,
Name of Witness

whose full mailing address is 1733 Quail Ridge Dr. Gardendale, AL 35071

was personally present and did see Mike Allen,

who is known to me, duly sign and execute the above Assignment.

 9-8-2021
Signature of Witness Date

TAN – AFL
Assignment

ASSIGNEE:

AFL Telecommunications, LLC

By: 

Name: Robert M. Crowder

Title: Vice President, Finance, Chief Financial
Officer & Secretary

STATEMENT BY WITNESS:

I, Daniel Hart,
Name of Witness

whose full mailing address is 170 Ridgeview Center Dr, Duncan,
was personally present and did see Robert M. Crowder,
SC

who is known to me, duly sign and execute the above Assignment.


 9-8-21
Signature of Witness Date

EXHIBIT A
PATENT ASSETS

U.S. Provisional Patent Application No. 62/751,278

U.S. Patent Application No. 16/663,391

U.S. Patent No. 11,008,134

International Patent Application No. PCT/US20/56277

U.S. Patent Application No. 17/215,651

U.S. Patent Application No. 17/322,120

U.S. Patent Application No. 17/223,089

U.S. Patent Application No. 17/224,155

US Provisional Patent Application No. 62/960,779

International Application No. PCT/US21/13500