

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6999773

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAPREX LLC	09/23/2021
RECEIVING PARTY DATA		
Name:	NELSON GLOBAL PRODUCTS, INC.	
Street Address:	1560 WILLIAMS DRIVE	
City:	STOUGHTON	
State/Country:	WISCONSIN	
Postal Code:	53589	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13475501	
CORRESPONDENCE DATA		
Fax Number:	(704)339-5800	
<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:	7043311000	
Email:	CLT-Patent@mvalaw.com	
Correspondent Name:	MOORE & VAN ALLEN, PLLC	
Address Line 1:	100 NORTH TRYON STREET	
Address Line 2:	SUITE 4700	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202	
ATTORNEY DOCKET NUMBER:	038717.000006	
NAME OF SUBMITTER:	HENRY B. WARD, III	
SIGNATURE:	/HBW/	
DATE SIGNED:	11/01/2021	
Total Attachments: 12		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”), dated as of September 23, 2021, is made by and between Nelson Global Products, Inc., an Indiana corporation (“Assignee”), and Saprex LLC, a North Carolina limited liability company (“Assignor”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

A. Assignee and Assignor are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the “Purchase Agreement”). Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. Under and subject to the terms and conditions of the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, among other assets, certain Intellectual Property of Assignor, and Assignor and Assignee have agreed to execute and deliver this Assignment for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office.

C. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other 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, to, and under the following (collectively, the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto (if any), the inventions described therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other conventions, and the worldwide right to file applications for said inventions in Assignee’s own name (collectively, the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(c) the copyright registrations and applications set forth on Schedule 3 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (the “Copyrights”);

(d) the internet domain names set forth on Schedule 4 hereto (if any), together with the goodwill connected with the use thereof and symbolized thereby, (collectively, the “Domain Names”);

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(e) 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 (including for the avoidance of doubt, any common-law rights);

(f) 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

(g) 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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in 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 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 Assignment.

7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

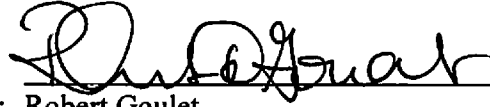
[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Assignment as of the date first set forth above.

ASSIGNOR:

SAPREX LLC

By:

A handwritten signature in black ink, appearing to read "Robert Goulet", written over a horizontal line.

Name: Robert Goulet

Title: President

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

PATENT
REEL: 057981 FRAME: 0425

ASSIGNEE:

**NELSON GLOBAL PRODUCTS,
INC.**

By: 

Name: Steve Scgalski

Title: Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

SCHEDULE 1**PATENTS AND PATENT APPLICATIONS**

TITLE	STATUS	COUNTRY	SERIAL NO.	FILING DATE	PATENT ISSUE DATE	PATENT NO.
BAND CLAMP INSULATION SYSTEM	EXPIRED	U.S.	62/404,047	10/4/2016		
BAND CLAMP INSULATION SYSTEM	EXPIRED	WIPO	PCT/US17/55081	10/4/2017		
BAND CLAMP INSULATION SYSTEM	PENDING	US	16/339,481	4/4/2019		
BAND CLAMP INSULATION SYSTEM	PENDING	EP	17859092.3	10/4/2017		

BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	EXPIRED	WIPO	PCT/US13/41391	5/16/2013		
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	US	13/475,501	5/18/2012	5/22/2018	9,976,687
BREATHABLE MULTI-COMPONENT EXHAUST	ISSUED	US	15/985,135	5/21/2018	5/21/2019	10,295,109

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INSULATION SYSTEM						
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	US	16/413,520	5/15/2019	3/17/2020	10,591,104
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	PENDING	US	16/818,395	3/13/2020		
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	EP	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	CA	2,912,854	5/16/2013	3/24/2020	2912854
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	CZ	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	DE	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	ES	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	FR	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	GB	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI-COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	IT	13791680.5	5/16/2013	2/27/2019	3077638

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BREATHABLE MULTI- COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	NL	13791680.5	5/16/2013	2/27/2019	3077638
BREATHABLE MULTI- COMPONENT EXHAUST INSULATION SYSTEM	ISSUED	SE	13791680.5	5/16/2013	2/27/2019	3077638

COMPOSITE INSULATION SYSTEM	EXPIRED	U.S.	62/323,494	4/15/2016		
COMPOSITE INSULATION SYSTEM	EXPIRED	U.S.	62/424,164	11/18/2016		
COMPOSITE INSULATION SYSTEM	EXPIRED	WIPO	PCT/US17/27994	4/17/2017		
COMPOSITE INSULATION SYSTEM	EXPIRED	WIPO	PCT/US17/625573	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	US	16/092,838	10/11/2018		
COMPOSITE INSULATION SYSTEM	PENDING	US	16/462,115	5/17/2019		
COMPOSITE INSULATION SYSTEM	PENDING	BR	BR112018070774-0	4/17/2017		
COMPOSITE INSULATION SYSTEM	PENDING	MX	MX/a/2018/012526	4/17/2017		
COMPOSITE INSULATION SYSTEM	ISSUED	RU	2018140073	4/17/2017	9/1/2020	2731354
COMPOSITE INSULATION SYSTEM	PENDING	CA	3,060,052	4/17/2017		
COMPOSITE INSULATION SYSTEM	ISSUED	CN	2017800265042	4/17/2017	04/02/2021	ZL201780026504.2
COMPOSITE INSULATION SYSTEM	ISSUED	JP	2019-505340	4/17/2017	12/01/2020	6802901
COMPOSITE INSULATION SYSTEM	PENDING	EP	17783373.8	4/17/2017		

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COMPOSITE INSULATION SYSTEM	PENDING	EP	17871914.2	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	MX	MX/a/2019/005812	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	CA	3,082,881	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	BR	BR112019010119-5	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	JP	2019-527220	11/20/2017		
COMPOSITE INSULATION SYSTEM	PENDING	CN	201780083881X	11/20/2017		
COMPOSITE INSULATION SYSTEM	ALLOWED	RU	2019118633	6/17/2019		

CORRUGATED BAND CLAMP	EXPIRED	U.S.	62/315,484	3/30/2016		
CORRUGATED BAND CLAMP	EXPIRED	WIPO	PCT/US17/25020	3/30/2017		
CORRUGATED BAND CLAMP	PENDING	US	16/090,084	9/28/2018		

HEAT CURABLE COMPOSITE TEXTILE	ISSUED	US	13/629,773	9/28/2012	7/12/2016	9,388,515
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HEAT CURABLE COMPOSITE TEXTILE	ISSUED	US	15/203,074	7/6/2016	5/21/2019	10,293,544
HEAT CURABLE COMPOSITE TEXTILE	PENDING	US	16/413,353	5/15/2019		

EXHAUST INSULATION SYSTEM	EXPIRED	US	62/915,473	10/15/2019		
EXHAUST INSULATION SYSTEM	PENDING	WIPO	PCT/US20/55810	10/15/2020		

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SCHEDULE 2

TRADEMARKS AND TRADEMARK APPLICATIONS

All common-law trademark rights in the AXIO, AXIOM and BIAX trademarks and all goodwill associated therewith.

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SCHEDULE 3

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

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PATENT
REEL: 057981 FRAME: 0433

SCHEDULE 4
DOMAIN NAMES

None.

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