

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT7098995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SLG CHEMICALS, INC.	12/23/2021
RECEIVING PARTY DATA	
Name:	IRON OUT, INC. DBA SUMMIT BRANDS
Street Address:	6714 POINTE INVERNESS WAY
Internal Address:	SUITE 200
City:	FORT WAYNE
State/Country:	INDIANA
Postal Code:	46804
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6857296
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ATTORNEY DOCKET NUMBER:	46774-351878
NAME OF SUBMITTER:	MICHELLE LW HORVATH
SIGNATURE:	/Michelle LW Horvath/
DATE SIGNED:	12/30/2021
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“**Patent Assignment**”), dated as of December 23, 2021, is made by SLG Chemicals, Inc., a corporation organized and existing under the laws of the State of Colorado (“**Seller**”), in favor of Iron Out, Inc. d/b/a Summit Brands, a corporation organized and existing under the laws of the State of Indiana (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other hand, dated as of the date herewith (“**APA**”). The capitalized terms in this Patent Assignment are as defined in the APA, unless expressly defined otherwise in this Patent Assignment.

RECITALS

WHEREAS, Seller is the owner of the patents listed on the attached Schedule A hereto and all divisions, continuations, continuations-in-part, reissues, re-examinations and extensions thereof throughout the world (“**Assigned Patents**”); and

WHEREAS, in connection with the APA, Seller has agreed to sell, transfer, convey, assign and deliver to Buyer, and Buyer has agreed to purchase and acquire from Seller, among other assets, the Assigned Patents.

NOW, THEREFORE, for and in consideration of the above recitals, Ten U.S. Dollars (\$10.00 USD), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT

1. **Assignment.** Effective as of the Closing Date, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, and Buyer hereby purchases and acquires from Seller, (a) all of Seller’s present and future right, title and interest in and to the Assigned Patents; and (b) any and all other rights to existing and future issuances and applications for any of the foregoing, and all other proprietary rights in, or relating to, any of the foregoing, including remedies against and rights to sue for past infringements, and rights to damages and profits due or accrued in or relating to any of the foregoing.

2. **Recordation.** Seller 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 Buyer.

3. **Further Assurances.** Without limiting Seller’s obligations pursuant to the APA, Seller acknowledges and agrees that, at any time and from time to time after the Closing, it will execute and deliver to Buyer such further conveyances, assignments or other written assurances as Buyer may reasonably request to perfect and protect Buyer’s title to the Assigned Patents.

4. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of a conflict or an apparent conflict between the provisions of this Patent Assignment and the provisions of the APA, the provisions of the APA shall control.

5. **Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial.** This Patent Assignment shall be governed by and construed under and the rights of the parties determined in accordance with the Laws of the State of Delaware (without reference to the choice of law provisions of the State of Delaware). Except as otherwise provided in this Patent Assignment, any proceeding or litigation arising out of or relating to this Patent Assignment shall be brought in the courts of the State of Delaware, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of such proceeding or litigation shall be heard and determined only in any such court, and agrees not to bring any proceeding or litigation arising out of or relating to this Patent Assignment hereunder in any other court. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS PATENT ASSIGNMENT OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

6. **Successors and Assigns.** This Patent Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. **Amendment and Modification; Waiver.** This Patent Assignment may only be amended, modified, or supplemented in writing signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Patent Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. **Counterparts; Electronic Signatures.** This Patent 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 instrument. 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.

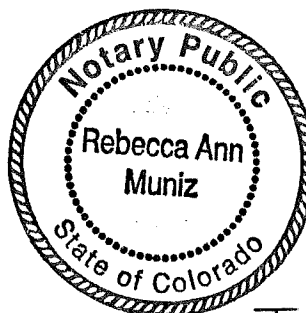
[Signature page follows]

IN WITNESS WHEREOF, Buyer and Seller have caused this Patent Assignment to be executed as of the day and year first above written.

SLG Chemicals, Inc.

By: Tisha Pedrazzini
Name: Tisha Pedrazzini
Title: President

STATE OF Colorado)
COUNTY OF Denver)



Subscribed and sworn to before me in this 23rd day of December 2021, by Tisha Pedrazzini, proved to me on a basis of satisfactory evidence to be the person who appeared before me whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the foregoing instrument as an authorized representative of SLG Chemicals, Inc. the Colorado corporation described in the instrument.

RAM
Notary Public

ID# 20104013437

Name: Rebecca Ann Muniz
Commission Expires: 04/16/2022

Schedule A

Assigned Patents

TITLE	APPLN NO.	FILED	Patent No.	GRANT DATE	CURRENT OWNER	STATUS
Fabric Bag For Use In Fabric Care Processes	09813252	3/25/02	6857296	2/22/05	SLG Chemicals, Inc.	Granted

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