

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7121523

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
SEQUENCE:	2	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE MILLENNIUM MAT COMPANY, LLC	12/10/2021
RECEIVING PARTY DATA		
Name:	MILLENNIUM MAT NEWCO, LLC	
Street Address:	6800 CINTAS BOULEVARD	
City:	MASON	
State/Country:	OHIO	
Postal Code:	45040	
PROPERTY NUMBERS Total: 4		
	Property Type	Number
	Patent Number:	6866916
	Patent Number:	6656562
	Patent Number:	6946183
	Patent Number:	6726190
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:	5135621401	
Email:	mhurst@kmklaw.com	
Correspondent Name:	J. MICHAEL HURST	
Address Line 1:	ONE EAST FOURTH STREET, SUITE 1400	
Address Line 4:	CINCINNATI, OHIO 45202	
ATTORNEY DOCKET NUMBER:	CI7800.MA0603	
NAME OF SUBMITTER:	J. MICHAEL HURST	
SIGNATURE:	/J. Michael Hurst/	
DATE SIGNED:	01/14/2022	
Total Attachments: 7		
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“**Assignment**”), dated as December 10, 2021, is made by THE MILLENNIUM MAT COMPANY, LLC, an Ohio limited liability company (“**Assignor**”), in favor of MILLENNIUM MAT NEWCO, LLC, an Ohio limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated December 10, 2021 (the “**Agreement**”);

WHEREAS, pursuant to and on the terms and conditions set forth in the Agreement, all rights, title, and interest of the Assignor in the Contributed Assets, including, without limitation, the Intellectual Property, is to be assigned to the Assignee in exchange for the consideration specified in Agreement and the assumption by the Assignee of the Contributed Assets; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the 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 from Assignor, all of Assignor's right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

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

(c) 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;

(d) 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

(e) 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.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials located in any and all jurisdictions to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. 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.

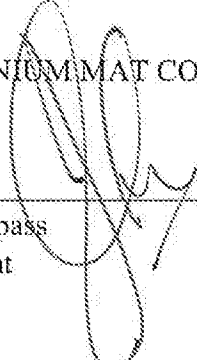
4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Ohio.

[Remainder of page intentionally left blank. Signature page follows.]

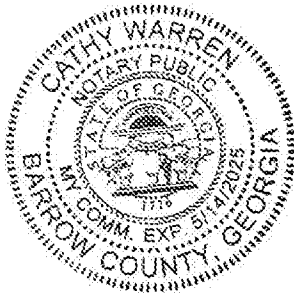
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment as of the date first above written.

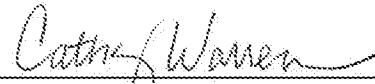
THE MILLENNIUM MAT COMPANY, LLC

By: 
Name: Ian Malpass
Title: President

STATE OF GEORGIA)
COUNTY OF Crawford) :ss

The foregoing instrument was acknowledged before me this 10th day of December, 2021 by Ian Malpass, President of The Millennium Mat Company, LLC, an Ohio limited liability company, on behalf of the company.




Notary Public

MILLENNIUM MAT NEWCO, LLC

By: _____
Name: Michael T. Mahoney
Title: Vice President

STATE OF OHIO)
COUNTY OF WARREN) :ss

The foregoing instrument was acknowledged before me this 10th day of December, 2021 by Michael T. Mahoney, Vice President of Millennium Mat Newco, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

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

THE MILLENNIUM MAT COMPANY, LLC

By: _____

Name: Ian Malpass

Title: President

STATE OF GEORGIA)

) :ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this 10th day of December, 2021 by Ian Malpass, President of The Millennium Mat Company, LLC, an Ohio limited liability company, on behalf of the company.

Notary Public

MILLENNIUM MAT NEWCO, LLC

By: _____

Name: Michael T. Mahoney

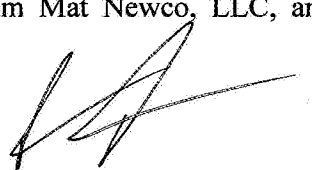
Title: Vice President

STATE OF OHIO)

) :ss

COUNTY OF WARREN _____)

The foregoing instrument was acknowledged before me this 10th day of December, 2021 by Michael T. Mahoney, Vice President of Millennium Mat Newco, LLC, an Ohio limited liability company, on behalf of the company.



Notary Public



Ross J. Bextermueller, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.


SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Title	Assignee	Inventors	Number / Status
Slip resistant mat	The Millennium Mat Company, LLC	Ian S. Malpass, Jeffrey L. Cofer	Registered RN: 6,946,183 Issued: September 20, 2005
Slip resistant mat and process of manufacture of same	Millennium Mat Co.	Ian S. Malpass, Jeffrey L. Cofer	Registered RN: 6,866,916 Issued: March 15, 2005
Slip resistant mat	The Millennium Mat Company, LLC	Ian S. Malpass, Jeffrey L. Cofer	Registered RN: 6,726,190 Issued: April 27, 2004
Slip resistant mat	Millennium Mat Co., LLC	Ian S. Malpass, Jeffrey L. Cofer	Registered RN: 6,656,562 Issued: December 2, 2003

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Owner Information	Goods/Services	Status/Key Dates
<u>FOOT SHIELD</u> SN: 88923205	The Millennium Mat Company, LLC (Ohio Limited Liability Company) 3200 Shawnee Industrial Way, SUWANEE, Georgia 30024 United States of America	(Int'l Class: 27) Floor mats; Floor mats used in industrial applications made primarily of injection-molded vinyl and multi-layered fabric inserts; Multi-layered, antimicrobial floor mat made of injection-molded vinyl and fabric inserts for use in industrial applications	Application pending publication, November 8, 2021 Office Status: Su - Registration Review Complete Int'l Class: 27 First Use: May 31, 2020 Filed: May 19, 2020 Register Type: Principal Register
<u>FOOT SHIELD and Design</u>  SN: 88923166	The Millennium Mat Company, LLC (Ohio Limited Liability Company) 3200 Shawnee Industrial Way, SUWANEE, Georgia 30024 United States of America	(Int'l Class: 27) Floor mats; Floor mats used in industrial applications made primarily of injection-molded vinyl and multi-layered fabric inserts; Multi-layered, antimicrobial floor mat made of injection-molded vinyl and fabric inserts for use in industrial applications	Application pending publication, November 8, 2021 Office Status: Su - Registration Review Complete Int'l Class: 27 First Use: May 31, 2020 Filed: May 19, 2020 Register Type: Principal Register
<u>GUARDIAN FLOOR PROTECTION</u> RN: 5559491 SN: 87664936 Disclaimer: "FLOOR PROTECTION"	The Millennium Mat Company, LLC (Ohio Limited Liability Company) 3200 Shawnee Industrial Way, SUWANEE, GA 30024 United States of America	(Int'l Class: 27) Anti-fatigue floor mats made primarily of vinyl; Floor mats used in industrial applications made primarily of rubber, carpet and vinyl	Registered, September 11, 2018 Int'l Class: 27 First Use: January 1, 2003 Filed: October 30, 2017 Registered: September 11, 2018 Register Type: Principal Register
<u>SPILLKILLER</u> SN: 88886738	The Millennium Mat Company, LLC	(Int'l Class: 17) Absorbent products, namely,	Application pending publication, October 18,

	(Ohio Limited Liability Company) 3200 Shawnee Industrial Way, SUWANEE, Georgia 30024 United States of America	perforated pads, for the containment and clean-up of oil based chemicals, oils and liquids	2021 Office Status: Second Extension - Granted Filed: April 24, 2020 Register Type: Principal Register
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