## 507086777 01/21/2022

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7133614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
SKIDRIL INDUSTRIES, LLC	01/21/2021	

### **RECEIVING PARTY DATA**

Name:	ALLIED TUBE & CONDUIT CORPORATION		
Street Address:	16100 SOUTH LATHROP AVENUE		
City:	HARVEY		
State/Country:	ILLINOIS		
Postal Code:	60426		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	11812590

#### **CORRESPONDENCE DATA**

#### Fax Number:

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.

**Phone:** 9196364767

Email: docketing@kdbfirm.com, lelhamawy@kdbfirm.com

Correspondent Name: KACVINSKY DAISAK BLUNI PLLC
Address Line 1: 2601 WESTON PARKWAY, SUITE 103
Address Line 4: CARY, NORTH CAROLINA 27513

ATTORNEY DOCKET NUMBER:	1532.AD9330
NAME OF SUBMITTER:	DANIELLE ABUISBA
SIGNATURE:	/Danielle Abuisba/
DATE SIGNED:	01/21/2022

#### **Total Attachments: 6**

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "<u>Assignment</u>") by and among Skidril Industries, LLC, a North Carolina limited liability company (the "Company"), Mark T. Salman, as the sole member of the Company (the "Member", together with the Company, the "Assignor"), and Allied Tube & Conduit Corporation, a Delaware corporation ("Buyer"). ("<u>Assignee</u>").

#### **RECITALS**

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 21, 2021, by and among the Buyer, the Company and Member (collectively the "Seller") (the "Purchase Agreement"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to sell, transfer, assign, convey and deliver to Assignee at the Closing certain assets, including without limitation, (i) the trademarks set forth on Schedule A hereto (the "Patents"), and (ii) the domain name set forth on Schedule B (the "Domain Name" and collectively with the Patent, being herein called the "Registered Intellectual Property").

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Registered Intellectual Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Patents together with the goodwill of the business symbolized by and associated with the Patents; (b) all of Assignor's right, title, and interest in and to the Domain Name; and (c) all rights to income, royalties, and license fees derived from the Patents or Domain Name from and after the Effective Date, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Patents or Domain Name or injury to the goodwill associated with the Patents or Domain Name, and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.
- Assistance. Assignor agrees to perform, without further or additional consideration, all reasonable acts deemed necessary or, following the request of any third party, desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title, and interest throughout the world in the Registered Intellectual Property, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include (a) execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, as reasonably necessary to perfect such benefits, enjoyment, rights, title, and interest in Assignee, (b) reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings relating specifically to any Registered Intellectual Property, including providing documents and materials in the possession or control of Assignor, (c) testifying in any legal proceedings relating specifically to any Registered Intellectual Property, signing truthful, lawful papers, and making all required truthful, lawful oaths relating specifically to any Registered Intellectual

Property at Assignee's expense, and (d) generally doing everything that is reasonably necessary to aid Assignee, upon Assignee's reasonable request, in obtaining and enforcing proper protection for applicable intellectual property rights in the Registered Intellectual Property; provided, however, that (i) this Section 2 shall not require Assignor to initiate or prosecute any legal proceedings relating specifically to any Registered Intellectual Property, and (ii) Assignee shall exercise all commercially reasonable efforts (1) to permit Assignor to provide any testimony contemplated by this Section 2 at a time and place convenient to Assignor, and (2) to otherwise minimize the cost and inconvenience to Assignee for any such cooperation sought under this Section 2.

#### 3. General.

- 3.1 <u>Purchase Agreement</u>. This Agreement shall be binding upon Assignor and Assignee and their respective successors and permitted assigns. This Agreement is intended only to effect the assignment of the Registered Intellectual Property pursuant to the Purchase Agreement, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, or representations, or any of the rights or remedies, or any of the obligations or indemnifications of any party, set forth in the Purchase Agreement. 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.
- 3.2 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to its principles of conflicts of laws.
- 3.3 Execution; Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manual signature on a counterpart of this Assignment or any other document to be delivered pursuant to this Assignment, an image of which has been transmitted electronically, will constitute an original signature for all purposes, and electronic transmission of such signature will constitute effective delivery of this Assignment or any such document for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment solely for the purposes set forth above, all as of the date first above written.

ASSIGNOR:	
SKIDRIL INDUSTRIES, LLC	
By:	
By: Name: Mark T. Salman,	
Title: Manager	
Mark T. Salman	
ASSIGNEE:	
ALLIED TUBE & CONDUIT CORPORA	ATION
By:	
Name:	
Title	

# Schedule A Patent

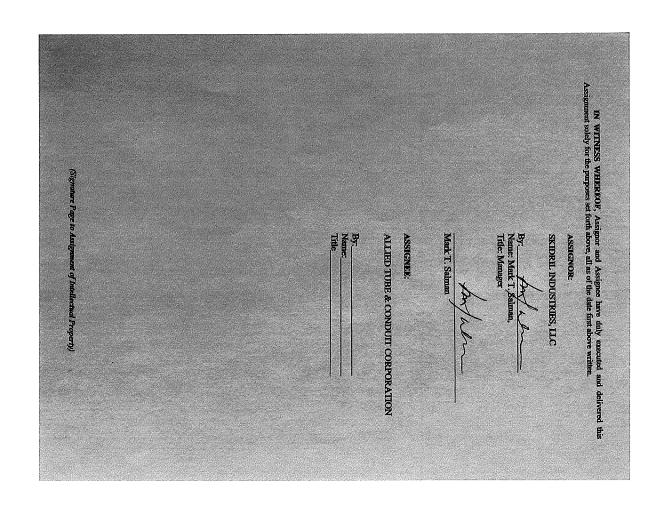
Patent	Country	Status	
Pat. No. 6113055	U.S.	expired as of 9/25/15	
Pat. No. 6457895	U.S.	expired as of 7/30/20	
Pat. No. 7793910	U.S.	Active, with 3 <sup>rd</sup> and final	
		maintenance fee due on or before	
		3/14/22	
Pat. No. 7779589	U.S.	Active, with 3 <sup>rd</sup> and final	
		maintenance fee due on or before	
		2/24/22	
Pat. No. 2417436	CA	Active, with next renewal fee due	
		1/28/21	
Pat. No. 2632252	CA	Active, with next renewal fee due	
		2/24/21	

## Schedule B Common Law and Domain Names Websites

Seller holds the following common law names, domain name and website:

https://www.signsupports.com "Sign Support Systems." Telephone #: (866) 549-7706

13647855v3



PATENT REEL: 058724 FRAME: 0829

**RECORDED: 01/21/2022**