

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7141094

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	2
CONVEYING PARTY DATA	
Name	Execution Date
ULC BUSINESS HOLDINGS, LLC	09/02/2020
RECEIVING PARTY DATA	
Name:	ULC TECHNOLOGIES, LLC
Street Address:	88 ARKAY DRIVE
City:	HAUPPAUGE
State/Country:	NEW YORK
Postal Code:	11788
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11395016
CORRESPONDENCE DATA	
Fax Number:	(248)358-3351
<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:	(248)358-4400
Email:	amungons@brookskushman.com
Correspondent Name:	BROOKS KUSHMAN P.C.
Address Line 1:	1000 TOWN CENTER
Address Line 2:	TWENTY-SECOND FLOOR
Address Line 4:	SOUTHFIELD, MICHIGAN 48075-1238
ATTORNEY DOCKET NUMBER:	GPEN0113PUS
NAME OF SUBMITTER:	MARC F. MALOOLEY
SIGNATURE:	/Marc F. Malooley/
DATE SIGNED:	01/25/2022
Total Attachments: 9	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is executed as of September 2, 2020, by and between ULC TECHNOLOGIES, LLC, a Delaware limited liability company ("Subsidiary") and ULC BUSINESS HOLDINGS, LLC, a Delaware limited liability company ("Parent"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Contribution Agreement (as defined below).

RECITALS

A. Parent and Subsidiary are parties to that certain Contribution Agreement of even date herewith (the "Contribution Agreement"), pursuant to which Parent contributed, transferred, assigned, conveyed and delivered to Subsidiary, and Subsidiary accepted from Parent, all of the Transferred Assets, including all of Parent's right, title, and interest in, to and under the patents and patent applications set forth on Schedule 1, any reissues, reexams, divisionals, continuations, or continuations in part thereof, any patents or patent applications that any of the foregoing claim priority thereto, therefrom, or have common priority claims therewith, and any foreign counterparts of any of the foregoing (collectively, the "Patents"), the trademarks, service marks, and associated registrations identified on Schedule 1 (collectively, the "Marks") and the domain names identified on Schedule 1 (collectively, the "Domain Names");

B. This Agreement is being delivered in connection with, and as contemplated by, the Contribution Agreement to further effect the Contribution.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties to this Agreement agree as follows:

AGREEMENT

1. Assignment of Patents. Parent hereby assigns and transfers to Subsidiary, and Subsidiary hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of Parent's worldwide right, title, and interest in and to the Patents, including: (a) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements of the Patents, (b) all rights of action pertaining to the Patents, including, without limitation, all rights to sue and collect damages and payments for past, present, and future infringements thereof and the right to fully and entirely stand in the place of Parent in all matters related thereto, (c) the right to apply for, claim priority based on, and make filings with respect to the Patents and maintain all registrations, applications and renewals thereof, (d) the right to file counterparts anywhere in the world, and make applications for re-issue, re-examination, divisionals, continuation, continuation-in-part, provisionals and extension with respect to any of the Patents (including rights resulting from any post-grant proceedings relating to any of the foregoing for all jurisdictions throughout the world), (e) Parent's right, title and interests in and to the inventions disclosed in the Patents and all applications for patents which may hereafter be filed for inventions embodied by said

Patents, and all patents which may be granted for said inventions and (f) all rights under the Paris Convention for the Protection of Industrial Property and Patent Cooperative Treaty.

2. Assignment of Marks.

(a) Parent hereby irrevocably assigns and transfers to Subsidiary, and Subsidiary hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of Parent's worldwide right, title, and interest in and to the Marks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Marks, (ii) all registrations obtained by Parent for the Marks, including all extensions and renewals thereof, (iii) the right to file any document to maintain the Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Marks, (v) the right to file applications for registration of the Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Marks and collect and retain all damages, settlements and proceeds recovered therefrom; the same to be held and enjoyed by Subsidiary, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Parent if this Assignment had not been made.

(b) Parent hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Subsidiary as the owner of the Marks.

3. Assignment of the Domain Names.

(a) Parent hereby assigns and transfers to Subsidiary, and Subsidiary hereby receives, acquires and accepts, free and clear of all liens and encumbrances, all of Parent's right, title and worldwide interest, in and to the Domain Names, including: (i) all related past, present and future causes of action, whether asserted or not, (ii) the right to enforce the rights to the Domain Names, (iii) the right to all income derived from the Domain Names, including the right to all unpaid royalties with respect to the use of the Domain Names, and (iv) all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, misappropriation, or other violation of the Domain Names, unfair competition and/or deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor; the same to be held and enjoyed by Subsidiary, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Parent if this Assignment had not been made.

(b) Parent agrees to initiate on the date hereof and promptly complete thereafter all steps necessary to transfer the Domain Names from Parent to Subsidiary. Parent further agrees to cooperate fully with the requirements of the respective registrar for the Domain Names and with Subsidiary to transfer Parent's ownership and registration for the Domain Names to Subsidiary.

4. Further Actions. From time to time, as and when requested by Subsidiary, Parent will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions, as Subsidiary or the governmental agencies or other organizations having jurisdiction over the Patents, Marks and

Domain Names may reasonably deem necessary or desirable to (a) obtain legal protection of the Patents, Marks and Domain Names in the United States or in foreign countries; (b) give full effect to and perfect the rights of Subsidiary under this Assignment, including but not limited to executing all documents necessary to register in the name of Subsidiary the Patents, Marks and Domain Names; (c) otherwise register, maintain, defend, and enforce the Patents and Marks; and (d) consummate the Contribution of all of the Transferred Assets.

5. Governing Law. The laws of the State of Delaware (without regard to those laws involving conflicts or choice of law) shall govern this Agreement and all matters that relate to its interpretation or enforcement.

6. Amendment. Amendments to this Agreement shall not be binding, valid or enforceable unless they are approved in writing by authorized officers of each of the parties.

7. Binding Effect; Interpretation; Entire Agreement. This Agreement shall be binding upon, and enforceable against, the parties and all of their permitted assignees and successors in title or interest. Captions and headings are used in this Agreement for convenience only and shall not affect its interpretation or enforcement. Any terms such as "hereby," "herein" and similar references shall be deemed to refer to this Agreement as a whole, rather than to any particular provision. Terms defined in the singular in this Agreement shall be deemed to include their respective plurals, and vice versa. Any prior oral agreements with respect to the subject matter of this Agreement have been integrated into this Agreement as deemed necessary by the parties and are superseded by this Agreement.

8. Terms of the Contribution Agreement. The terms of the Contribution Agreement, will not be superseded but will remain in full force and effect to the full extent provided in the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms of this Agreement, the terms of the Contribution Agreement will govern.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (PDF) or other electronic transmission or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

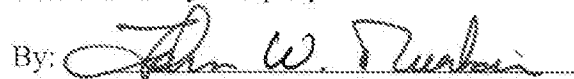
SUBSIDIARY:

ULC TECHNOLOGIES, LLC, a Delaware limited liability company

By: 
Name: John W. Nurkin
Title: Vice President & Secretary

PARENT:

ULC BUSINESS HOLDINGS, LLC, a Delaware limited liability company

By: 
Name: John W. Nurkin
Title: Vice President & Secretary

Schedule I - Patents

I. Patents

BK No.	Country	Filing Date	App. No.	Pub. Date/ Issue Date	Pub. No./ Patent No.	Title
GPEN 0102 PUSA	US	11/18/03	10/478,093	2/28/06	7,004,681	METHOD AND APPARATUS FOR ROUTING CABLE IN EXISTING PIPELINES
GPEN 0106 PUS	US	9/28/04	10/952,619	3/18/08	7,345,757	INSPECTION APPARATUS
GPEN 0107 PUS	US	9/8/05	11/222,086	6/23/09	7,551,197	PIPELINE INSPECTION SYSTEM

Schedule I

GPEN 0107 PUS1	US	5/14/09	12,465,713	5/30/11	7,940,297	PIPELINE INSPECTION SYSTEM
GPEN 0107 PUS2	US	3/30/11	13,075,877	5/13/14	8,723,943	PIPELINE INSPECTION SYSTEM
GPEN 0107 PUS3	US	4/7/14	14,246,722	3/21/17	9,599,571	PIPELINE INSPECTION SYSTEM
GPEN 0113 PUS	US	3/31/06	11,395,016	6/26/07	7,235,961	METHOD FOR MANAGING CORROSION OF AN UNDERGROUND STRUCTURE
GPEN 0140 PGB	UK	3/19/13	13,049,754	1/16/19	2,500,998	SYSTEM AND METHOD FOR AUTOMATED INTEGRITY TESTING
GPEN 0140 PUSP	US	3/19/13	13,847,050	2/16/16	9,261,426	SYSTEM AND METHOD FOR AUTOMATED INTEGRITY TESTING

Schedule 1

GPEN 0144 PGB	UK	10/1/13	1317356.2	3/28/18	2509805	GAS FLOW TEST APPARATUS AND METHOD
GPEN 0144 PUSP	US	10/1/13	14043,460	7/25/17	9,714,852	GAS FLOW TEST APPARATUS AND METHOD
GPEN 0152 PUS	US	3/18/13	13846,241	5/3/16	9,328,858	SYSTEM FOR EXTRACTING LIQUID FROM A PIPELINE AND METHOD FOR PRODUCING SUCH A SYSTEM
GPEN 0183 PUSP	US	7/7/16	15204,591	1/12/17	2017/0012 412	SYSTEM AND METHOD FOR SERVICING CABLE
GPEN 0200 PUSP	US	11/2/17	15801,788	7/19/18	2018/0205 207	CIRCUIT BREAKER ROBOT SYSTEM

Schedule I

GPEN 0268 PUS	US	6/23/17	15/631,629	12/27/18	10569301	POWER SUPPLY FOR ELECTROMAGNETIC ACOUSTIC TRANSDUCER (EMAT) SENSORS
GPEN 0214 PUSP	US	3/20/18	15/926,185	9/27/18	2018/0274358	SYSTEM AND METHOD FOR DETECTING CROSS BORES
GPEN 0226 PUS	US	9/28/17	15/719,822	12/10/19	10,502,714	ELECTRO-MAGNETIC ACOUSTIC TRANSDUCER (EMAT) FOR BOTH LAMB AND SHEAR HORIZONTAL WAVE TRANSDUCTION
GPEN 0249 PUSP	US	6/14/19	16/441,529	12/19/19	2019/0283957	SYSTEM AND METHOD FOR ACOUSTICALLY DETECTING CROSS BORES
GPEN 0262 PGB	UK	10/8/19	1914524.2			SYSTEM AND METHOD FOR PIPELINE DATA ACQUISITION
GPEN 0262 PUSP	US	10/8/19	16/395,878			SYSTEM AND METHOD FOR PIPELINE DATA ACQUISITION

Schedule 1

GPEN 0265 PUSP	US	12/16/19	16,713,909			SYSTEM AND METHOD FOR SERVICING CABLE
GPEN 0299 PRV	US	7/16/19	62,874,761	N/A	N/A	SYSTEM AND METHOD FOR ASSET IDENTIFICATION AND MAPPING
GPEN 0300 PRV	US	9/9/19	62,897,717	N/A	N/A	RACKING SYSTEM AND METHOD FOR ELECTRICAL EQUIPMENT
GPEN 0313 PUS	US	4/30/20	16,863,455	N/A	N/A	ELECTRO-MAGNETIC ACOUSTIC TRANSDUCER (EMAT) HAVING ELECTROMAGNETIC ARRAY FOR GENERATING CONFIGURABLE BIAS MAGNETIC FIELD PATTERNS

Schedule 1