

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7143637

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MI VALVE, LLC	10/14/2021
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	METAL INDUSTRIES, LLC
<b>Street Address:</b>	1985 CARROLL STREET
<b>City:</b>	CLEARWATER
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33765
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17584869
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)824-3001
<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>	
<b>Phone:</b>	(202) 824-3000
<b>Email:</b>	bwptopat@bannerwitcoff.com, jwilliams@bannerwitcoff.com
<b>Correspondent Name:</b>	BANNER & WITCOFF, LTD.
<b>Address Line 1:</b>	1100 13TH ST. NW
<b>Address Line 2:</b>	STE 1200
<b>Address Line 4:</b>	WASHINGTON, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	0571/008256.00028C
<b>NAME OF SUBMITTER:</b>	H. WAYNE PORTER
<b>SIGNATURE:</b>	/H. Wayne Porter 42084/
<b>DATE SIGNED:</b>	01/27/2022
<b>Total Attachments: 6</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("IP Assignment"), dated as of October 14, 2021 is made by MI Valve, LLC, a Florida limited liability company ("Assignor"), located at 1985 Carroll Street, Clearwater, Florida 33765 in favor of Metal Industries, LLC, a Florida limited liability company ("Assignee"), located at 1985 Carrol Street, Clearwater, Florida 33765, for the assignment of right, title, interest and ownership in the Assigned IP from Assignor to Assignee.

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For 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, the entire, full and exclusive right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents set forth on Schedule 1 hereto, all inventions described and claimed therein, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, and all legal equivalents thereof in a foreign country and any applications claiming priority thereto for the full term or terms for which the same may be granted (the "Patents");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor in the Assigned IP 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, 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 hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks 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 IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, and that it has not executed, and covenants that it will not execute, any agreement in conflict with this IP Assignment;

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

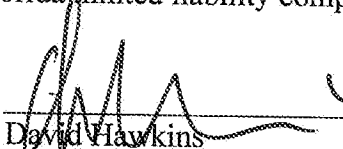
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

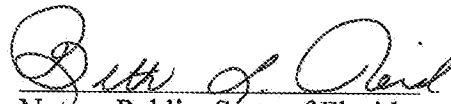
MI Valve, LLC,  
a Florida limited liability company

By:   
David Hawkins  
Chief Operating Officer

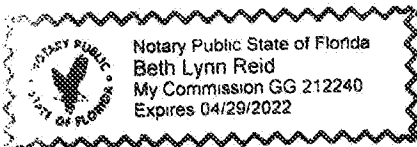
ACKNOWLEDGMENT

STATE OF FLORIDA )  
) SS.  
COUNTY OF PINELLAS )

On the 14<sup>th</sup> day of October, 2021, subscribed and sworn to before me, by means of  physical presence or  online notarization, by David Hawkins, who  is personally known to me; or  has produced \_\_\_\_\_ (type of identification), and who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the chief operating officer of MI Valve, LLC and acknowledged the instrument to be his free act and deed/the free act and deed of MI Valve, LLC for the uses and purposes mentioned in the instrument.

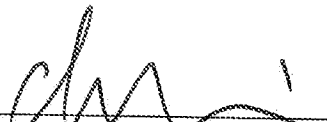
  
Notary Public, State of Florida

My Commission Expires: 04/29/2022



AGREED TO AND ACCEPTED:

Metal Industries, LLC,  
a Florida limited liability company

By:   
David Hawkins  
Chief Operating Officer

ACKNOWLEDGMENT

STATE OF FLORIDA

)

COUNTY OF PINELLAS

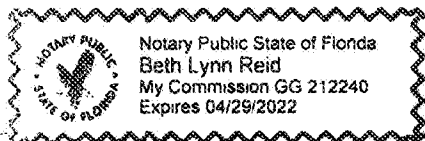
)SS.

)

On the \_\_\_\_ day of October, 2021, subscribed and sworn to before me, by means of  physical presence or  online notarization, by David Hawkins, who  is personally known to me; or  has produced \_\_\_\_\_ (type of identification), and who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the chief operating officer of Metal Industries, LLC and acknowledged the instrument to be his free act and deed/the free act and deed of Metal Industries, LLC for the uses and purposes mentioned in the instrument.

  
Notary Public, State of Florida

My Commission Expires: 04/29/2022



**SCHEDULE 1**

**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
Airflow balancing valve for HVAC systems	U.S.	10,203,703	February 12, 2019
Airflow balancing valve for HVAC systems	U.S.	11,054,846	July 6, 2021

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Application Number</b>
Airflow balancing valve for HVAC systems	U.S.	16432023
Airflow balancing valve for HVAC systems	U.S.	16233547

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
	U.S.	5342717	November 21, 2017
AAB	U.S.	5342716	November 21, 2017
	Canada	TMA1065472	December 6, 2019
AAB	Canada	TMA1065471	December 6, 2019