PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7153270

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date	
JEREMY DREVER	01/05/2018	

RECEIVING PARTY DATA

Name:	HOLT SALES AND SERVICE, LLC			
Street Address:	2515 DEAN AVE			
City:	DES MOINES			
State/Country:	IOWA			
Postal Code:	50317			

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17576099

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: 15152882500

Email: julia.bittner@dentons.com

Correspondent Name: JULIA BITTNER

Address Line 1: 215 10TH ST., SUITE 1300
Address Line 4: DES MOINES, IOWA 50309

ATTORNEY DOCKET NUMBER:	9007404/173902
NAME OF SUBMITTER:	JULIA BITTNER
SIGNATURE:	/Julia Bittner/
DATE SIGNED:	02/01/2022

Total Attachments: 7

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EXHIBIT A: PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Assignment"), dated as of January 5th, 2018, is made by Excel Concepts, Inc., an Iowa Corporation located at 1922 NE Lancaster DR, Ankeny, IA, 50021 ("Assignor") and Holt Sales & Service, Inc., an Iowa Corporation located at 2515 Dean Ave, Des Moines, IA, 50317 ("Assignee") (the "Letter Agreement").

WHEREAS, under the terms of the Letter Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions; NOW THEREFORE, Seller agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):
 - (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) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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
 - (d) 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, 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. 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. Following the date hereof, upon Buyer's reasonable request, and Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Patents to Buyer, or any assignee or successor thereto.
- Terms of the Letter Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Letter Agreement, to which reference is

PATENT REEL: 058849 FRAME: 0170 made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Letter Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Letter Agreement and the terms hereof, the terms of the Letter Agreement shall govern.

- 4. <u>Counterparts</u>. This Patent 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 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.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Iowa in each case located in the City of Des Moines and County of Polk, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

[SIGNATURE PAGE FOLLOWS]

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

Excel Concepts, the

North Con

[ACKNOWLEDGMENT

STATE OF [STATE] (0404)

COUNTY OF (COUNTY) POLK

On the [ORDINAL NUMBER] day of [MONTH], [YEAR], before me personally appeared [SIGNATORY NAME], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the [SIGNATORY TITLE] of [SELLER], the [TYPE OF ENTITY] described], and acknowledged the instrument to be [[his/her] free act and deed/the free act and deed of [SELLER]] for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: [DATE]] のようし、2ピロ



SCHEDULE I
ASSIGNED PATENTS AND PATENT APPLICATIONS

Matter No/Title	Title	Country	Case Type	App. Number	Filing Date	Reg. Number	Date Issued/ Registered
8967878/100092	Quick Belease Grill Guard	Canada	Foreign Patent	2,848,790	4/10/2014	2,848,790	
FP(CA): Grill Gaurd							
8967878/100452	Quick Release	US	US Patent	14/249,974	4/10/2014	9114771	
P: Grill Gaurd	Grill Guard						
8967878/113850	Quick Release		US Patent	14/825,344	8/13/2015	9,555,757	
P:(CON) Grill Gaurd	Grill Guard	US					
8967878/119054			US Patent (Design)	29/553,410	2/1/2016	D801,892	
DP:Grill Guard	Grill Guard	US.					
8967878/119074	Vetriele Grille	ÚS.	US Patent (Design)	29/555,466	2/22/2016		
DP: Grill Guard 2	Guard						
8967878/124125	Grill Guard	Canada	US Patent (Design)	175140	8/1/2016	175140	
DP:Grill Guard and Grill Guard 2							
8967878/128351.	Quick Release Grill Guard and Associated Systems and Methods	US	US Patent	15/419,377	1/30/2017		
P:(CONH) Grill Guard							
8967878/132475		Canada	Foreign Patent (Design)	169733	5/36/2017	169733	
FDP(CA)(DIV:Grill Guard and Grill Guard 2	Grill Guard						
8967878/135124	Grill Guard	US	US Patent (Design)	29/619,937	10/2/2617		
DP(Grill Geard							
8967878/135491_CA1	Grill Guard	Canada	Foreign Patent	177577	8/1/2016	177577	

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DP:Gott Guard and Grift Guard 2			(Design)				
8967878/135492_CA2							
DP:Grijl Guard and Grill Guard 2	Griff Guard	Canada	Foreign Patent (Design)	177578	8/1/2016	177578	

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ARTICLES OF CONVERSION OF HOLT SALES AND SERVICE, INC.

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 490.1111 through 1114 and Section 489.1006 through 1009 of the Iowa Code, Holt Sales and Service, Inc. (the "Converting Entity") hereby elects to convert to a limited liability company (the "Company").

- Ì. The Converting Entity is currently a corporation governed by Chapter 490 of the Iowa Code and will upon the effective date and time of these Articles of Conversion, convert to a limited liability company governed by Chapter 489 of the Iowa Code.
- The name of the Converting Entity is, and shall be 2. until the effective date and time of these Articles of Conversion, Holt Sales and Service, Inc.
- On the effective date of these Articles of 3. Conversion, the name of the Company shall be Holt Sales and Service, LLC.
- 4. The conversion of the Converting Entity from a corporation governed by Chapter 490 of the Iowa Code to a limited liability company governed by Chapter 489 of the Iowa Code was approved as required by Chapters 489 and 490.
- 5. The Company's Certificate of Organization is filed herewith and shall be effective at 11:59 pm on _____, 2019. Feb 26
- 6. The conversion contemplated by these Articles of Conversion shall be effective as of the effective date and time of the Company's Certificate of Organization filed herewith.

PATENT

#3039591

HOLT SALES AND SERVICE, INC.:

y: _____

Its: President

FILED IOWA
SECRETARY OF STATE
3/4/19
3:08 PM .
W01212459

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RECORDED: 02/01/2022