

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7225246

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JAMES R. GOFF	10/22/2021
RECEIVING PARTY DATA		
Name:	BLAST CLEANING TECHNOLOGIES, INC.	
Street Address:	6682 WEST GREENFIELD AVENUE	
City:	WEST ALLIS	
State/Country:	WISCONSIN	
Postal Code:	53214	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	12356748	
Application Number:	10903816	
CORRESPONDENCE DATA		
Fax Number:	(414)298-8097	
<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:	4142981000	
Email:	ipadmin@reinhardtllaw.com	
Correspondent Name:	DEREK H. CAMPBELL	
Address Line 1:	1000 NORTH WATER STREET	
Address Line 2:	SUITE 1700	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	065561-0003	
NAME OF SUBMITTER:	DEREK H. CAMPBELL	
SIGNATURE:	/Derek H. Campbell/	
DATE SIGNED:	03/15/2022	
Total Attachments: 22		
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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT ("Assignment Agreement") is made and entered into as of November 19, 2021, by and among COYOTE ENTERPRISES, INC., an Oklahoma corporation ("Seller"), James R. Goff ("JRG"), and BLAST CLEANING TECHNOLOGIES, INC., a Wisconsin corporation ("Purchaser").

WHEREAS, Seller, JRG and Purchaser have entered into that certain Asset Purchase Agreement, dated as October 22, 2021 (the "Purchase Agreement"), pursuant to which Seller and JRG have agreed to sell, assign, transfer, convey and deliver to Purchaser, among other assets, their entire right, title and interest in and to all Assigned Owned IP. All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, for valuable consideration furnished by Assignee (as defined below) to each Assignor (as defined below), the receipt and sufficiency of which is hereby acknowledged, each Assignor agrees as follows:

1. Assignment. Each of Seller and JRG (each, an "Assignor") hereby assigns, transfers, sells and conveys to Purchaser ("Assignee") its entire right, title, and interest in and to the Assigned Owned IP, including all goodwill associated therewith, and any and all claims and causes of action with respect to any of the Assigned Owned IP, 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. Each Assignor hereby authorizes the appropriate entities and agencies, and the officials of such entities and agencies, in any applicable jurisdictions to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Each Assignor shall, at Assignee's cost, 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 Owned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Covenant. Each Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

4. Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Owned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Other. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. If any provision of this Assignment Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment Assignment will remain in full force and effect. Any provision of this Assignment Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Assignment Assignment may not be changed except in a writing signed by the person(s) against whose interest such change shall operate. This Assignment Assignment shall be governed by and construed under the laws of the State of Oklahoma without regard to principles of conflicts of law.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Intellectual Property Agreement as of the date first written above.

SELLER:

COYOTE ENTERPRISES, INC.

By: 

James R. Goff, President


PURCHASER:

BLAST CLEANING TECHNOLOGIES, INC.

By: _____

Carl Panzenhagen, President

JRG:


James R. Goff

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment of Intellectual Property Agreement as of the date first written above.

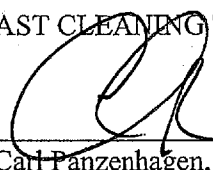
SELLER:

COYOTE ENTERPRISES, INC.

By: _____
James R. Goff, President

PURCHASER:

BLAST CLEANING TECHNOLOGIES, INC.

By:  _____
Carl Panzenhagen, President

JRG:

James R. Goff

DISCLOSURE SCHEDULES

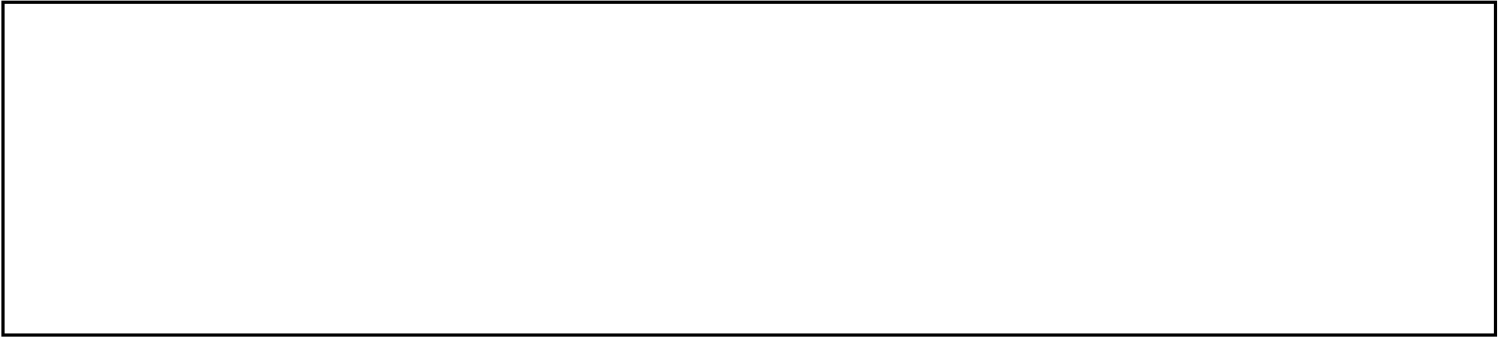
These Disclosure Schedules (these "Schedules") are delivered in connection with that certain Asset Purchase Agreement dated October 22, 2021 (the "Agreement") by and among Coyote Enterprises, Inc., an Oklahoma corporation (the "Company"), Blast Cleaning Technologies, Inc. a Wisconsin corporation ("Buyer"), and the other parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Each disclosure set forth in these Schedules shall be deemed disclosed for purposes of, and shall qualify and limit, the representations and warranties to which it applies, and shall not be deemed to expand in any way the scope or effect of such representation or warranty. All Section headings in these Schedules correspond to Sections of the Agreement, but information provided in any Section of these Schedules shall constitute disclosure for purposes of each Section of the Agreement to which a cross reference is made. A disclosure or statement in these Schedules shall not be construed as indicating that such matter is necessarily required to be disclosed by the terms of the Agreement. The heading and introductions used in these Schedules have been included for convenience only, and are not intend to limit the effect of the disclosure contained in the Schedules or to expand the scope of information required to be disclosed.

Where the terms of a contract or other disclosure item have been summarized or described in these Schedules, such summary or description does not purport to be a complete statement of the material terms of such contract or other item. No disclosure in these Schedules relating to any possible or alleged breach or violation of any contract or applicable law shall be construed as an admission of liability or indication that such possible or alleged breach or violation exists or has actually occurred, or that a basis for any defense to any such allegation or claim, a counter claim, or cross compliant against the complainant does not exist. Inclusion of any item in these Schedules does not represent a determination that such item is material or establish a standard of materiality or that such item did not arise in the ordinary course.

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Schedule 2.1(b)



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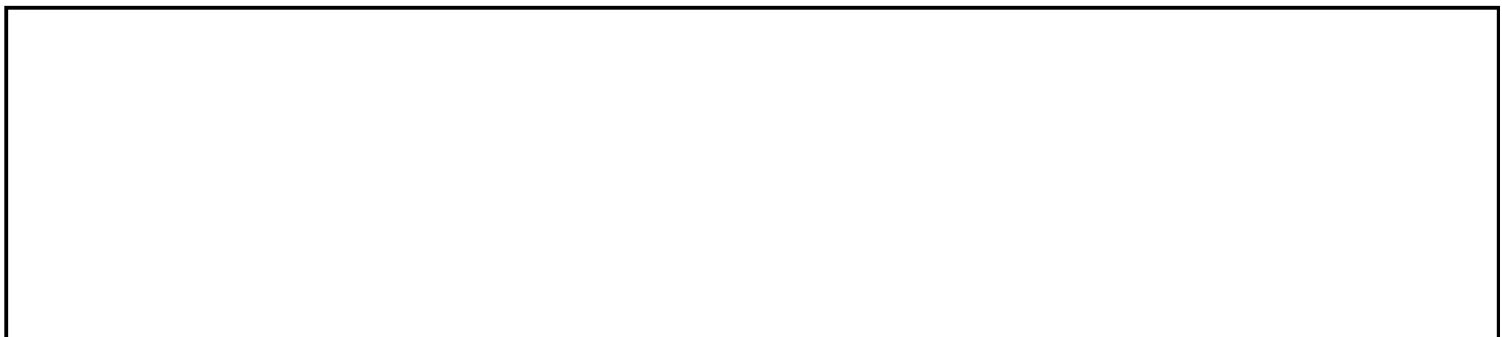
Schedule 2.1(d)

Assigned Owned IP

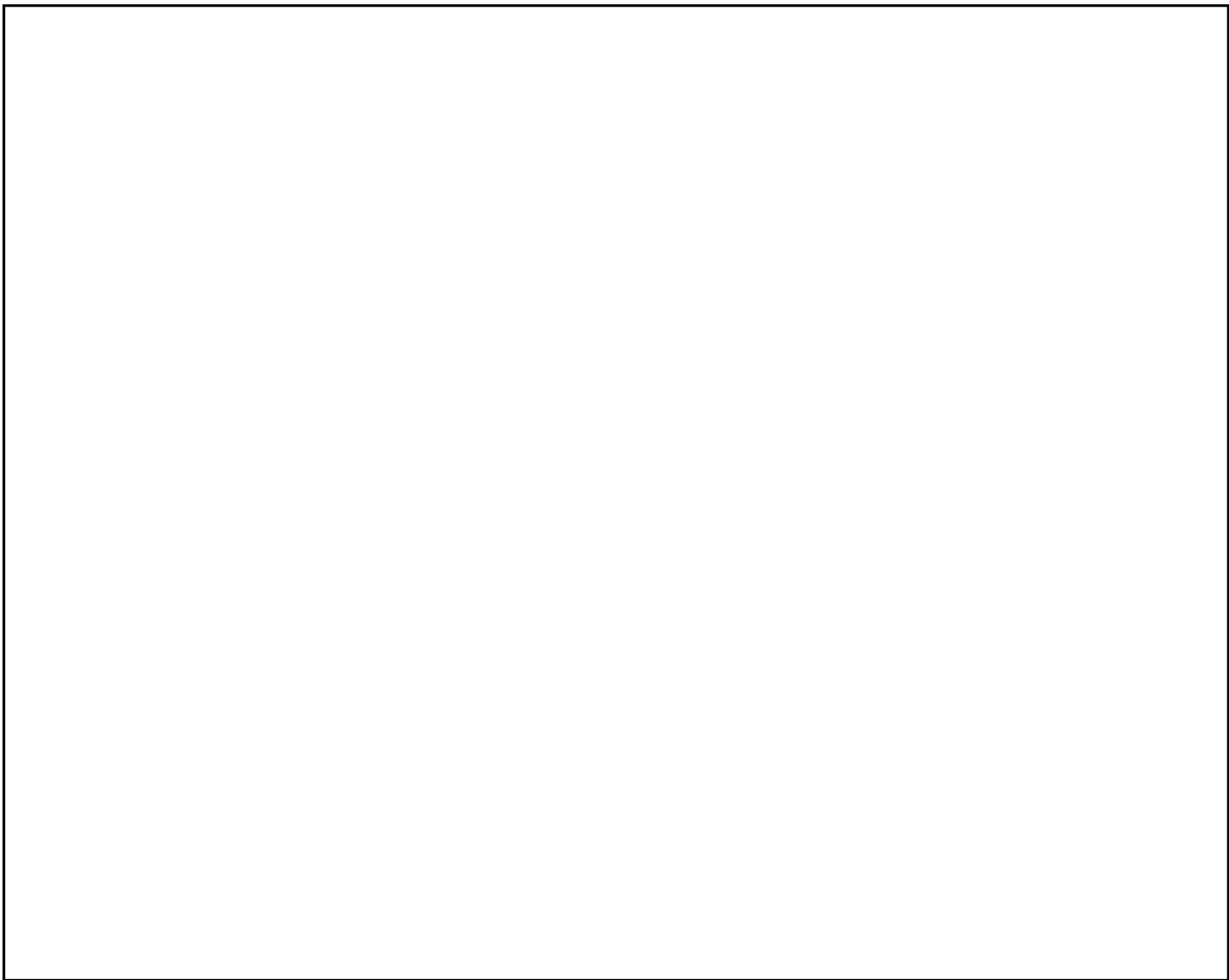


-- Medallion Patent: (Coyote Part No. 3050010) U.S. Patent No. 6981.910B1, Serial No. 10/903,816, issued 1/3/06, Expires 7/30/24. Status: Active, all fees paid.

-- 8" Ø Wheel Patent: U.S. Patent No. 8,043,141B1, Serial No. 12/356,748, File Date 1/21/09, Issued 10/25/11, Expires 20 years from File Date Plus 495 Days. Status: Active, all fees paid.



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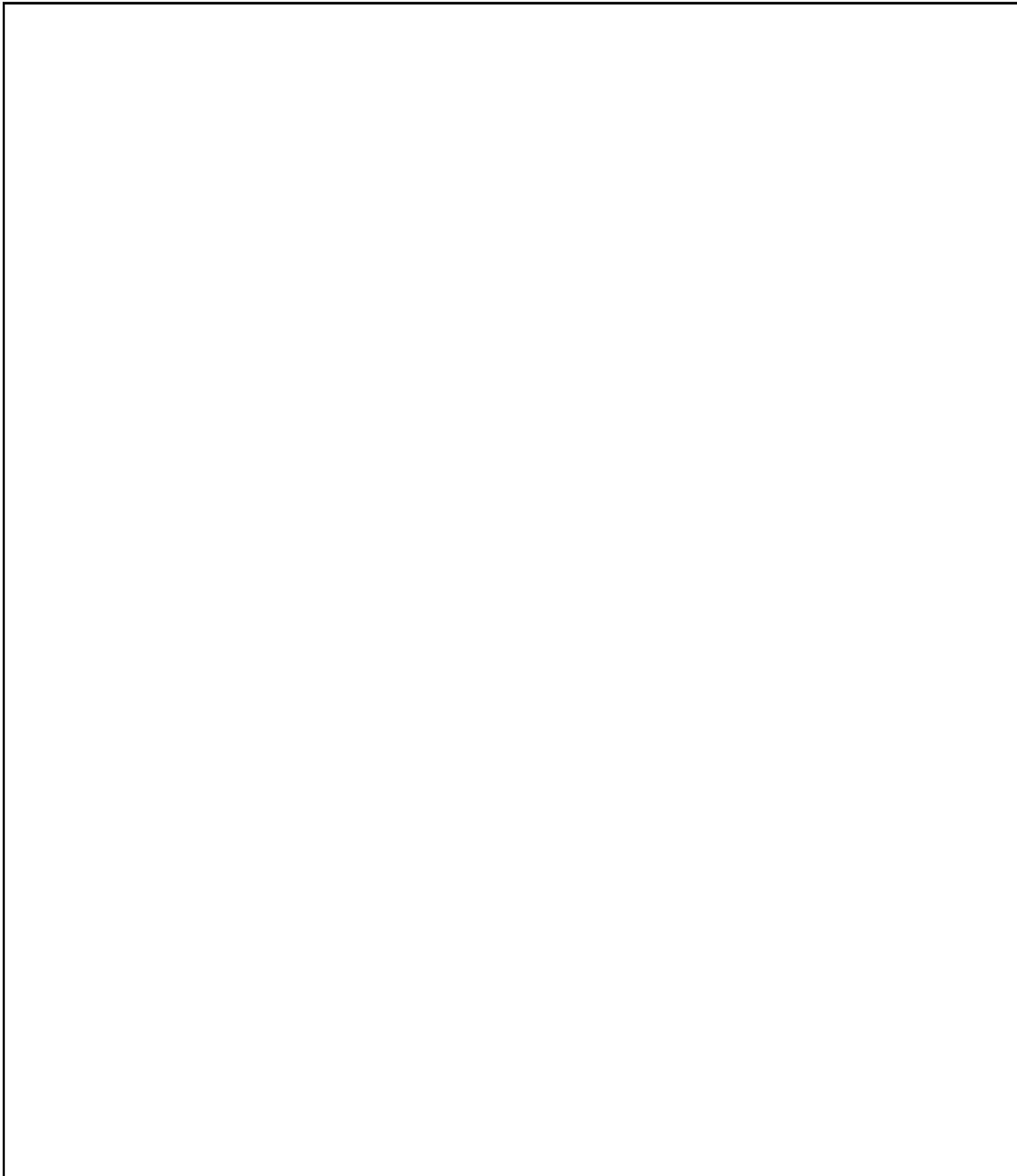
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Schedule 2.1(e)

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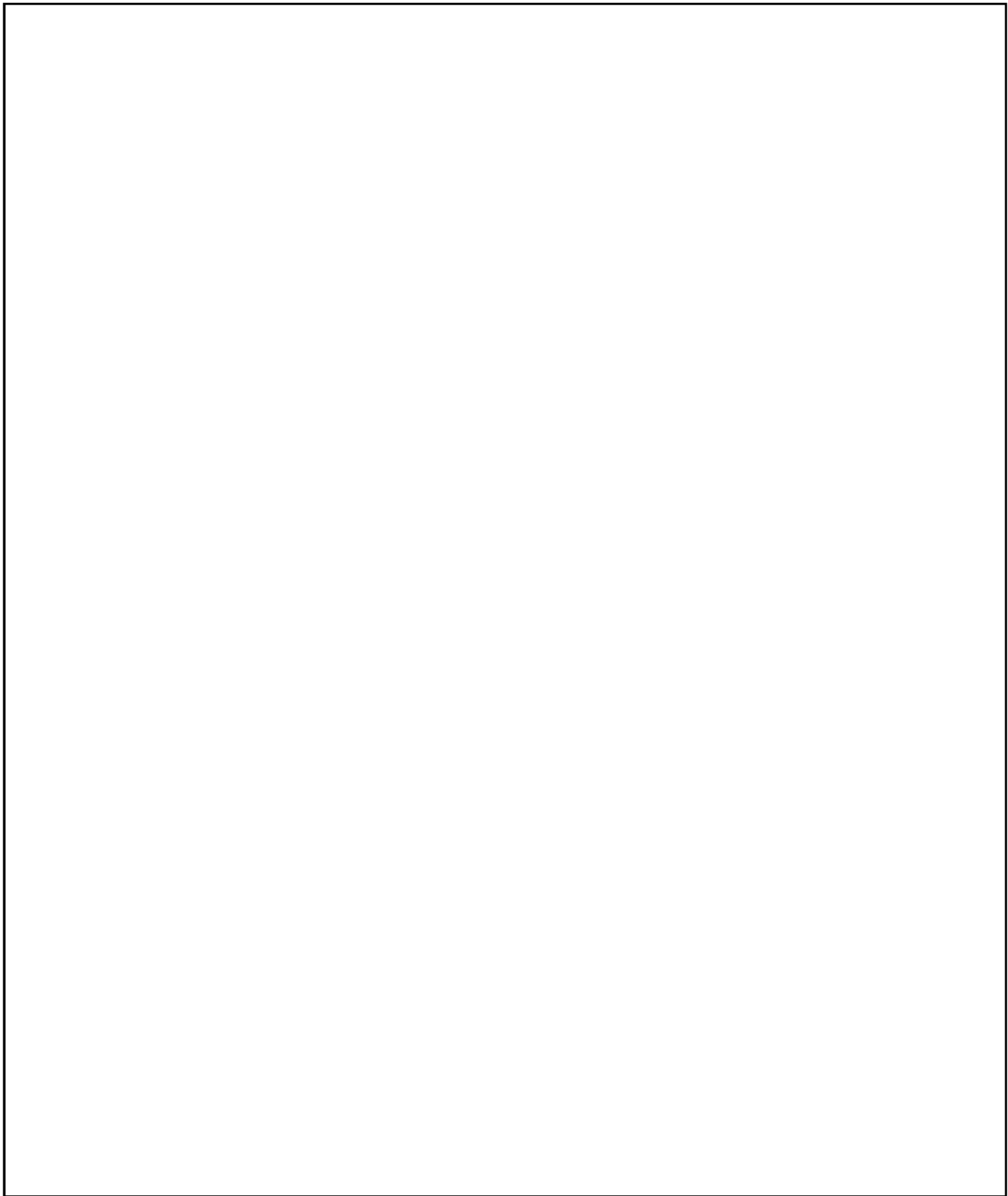
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PATENT
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FINAL



46244021

PATENT
REEL: 059367 FRAME: 0167

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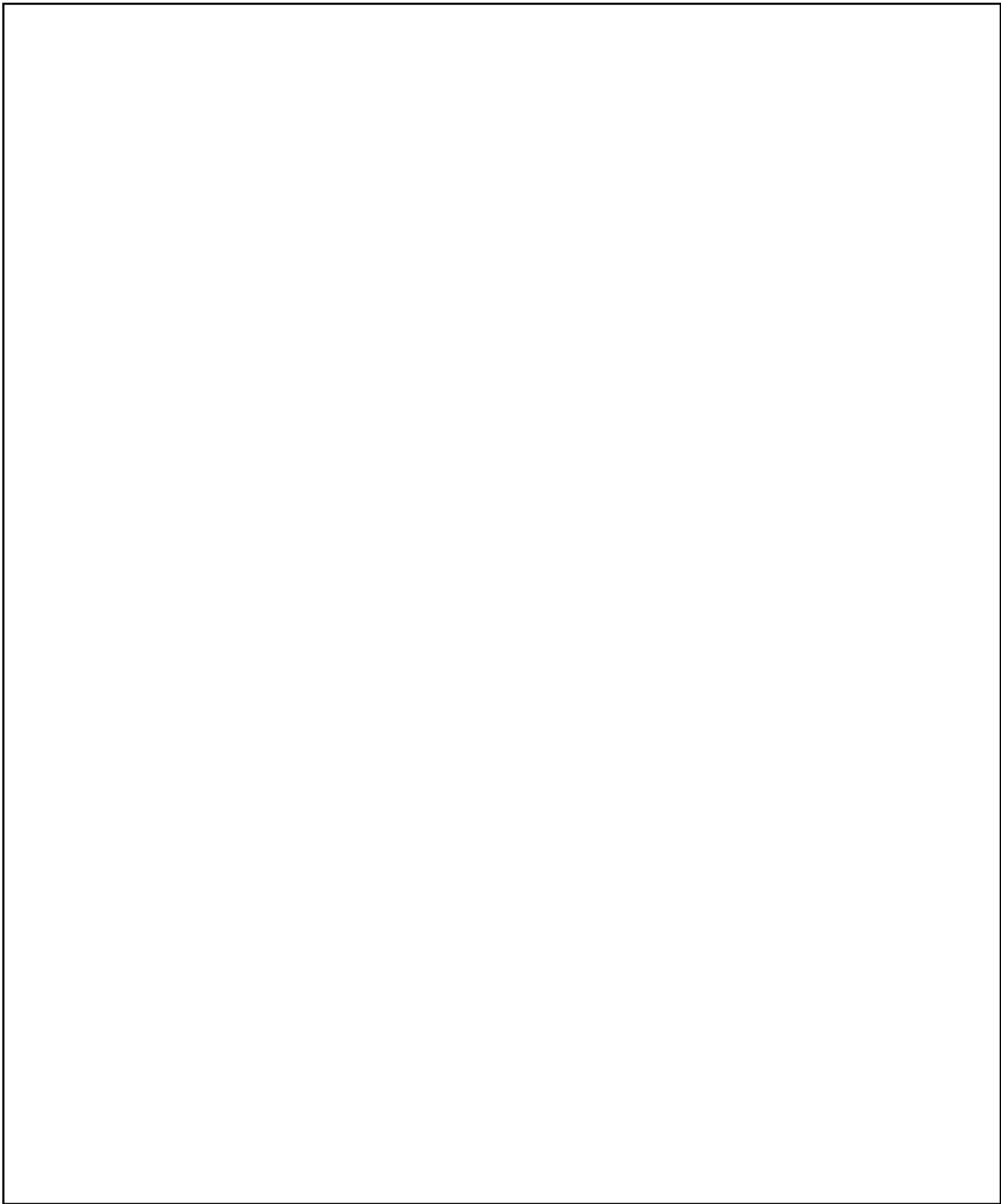
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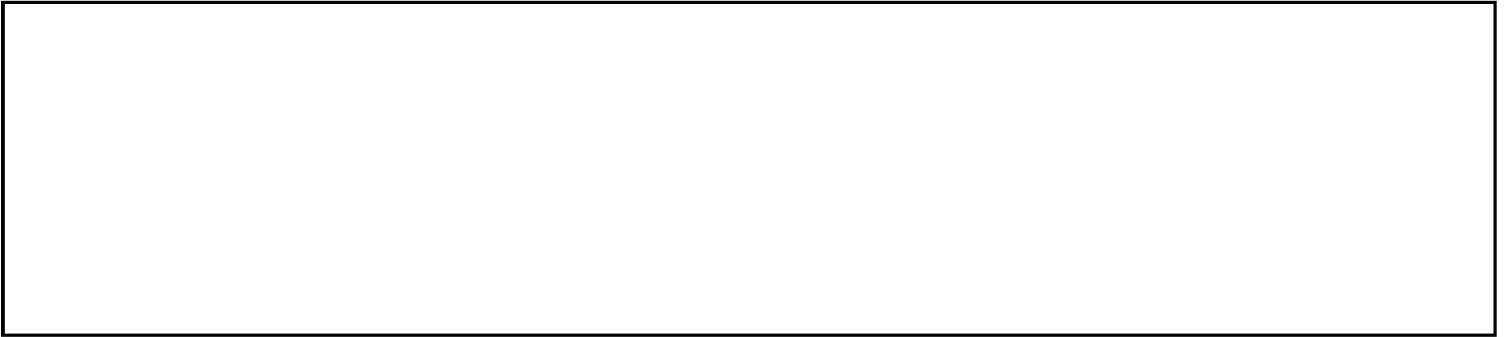


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Schedule 2.2(f)



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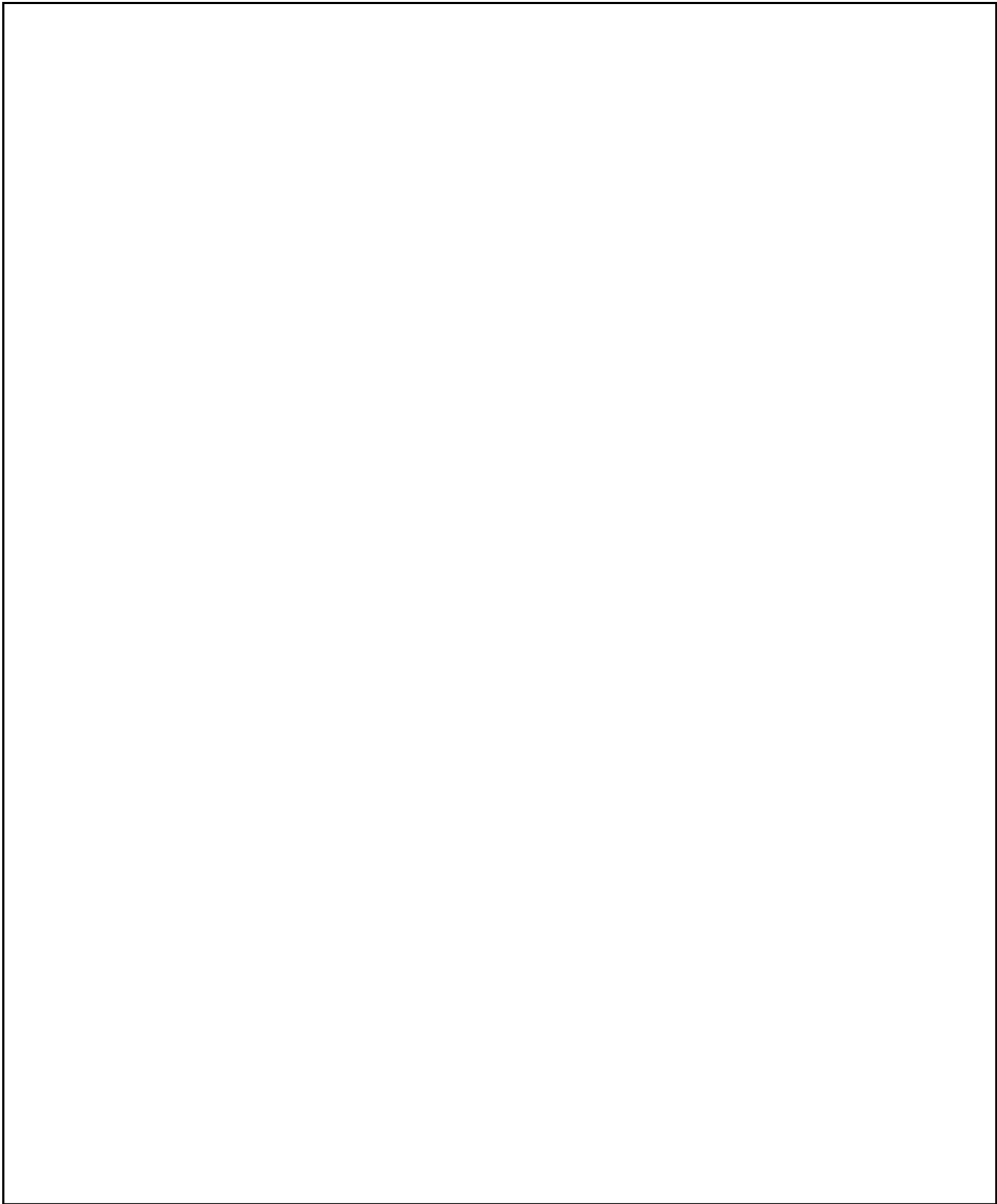
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Schedule 2.2(i)

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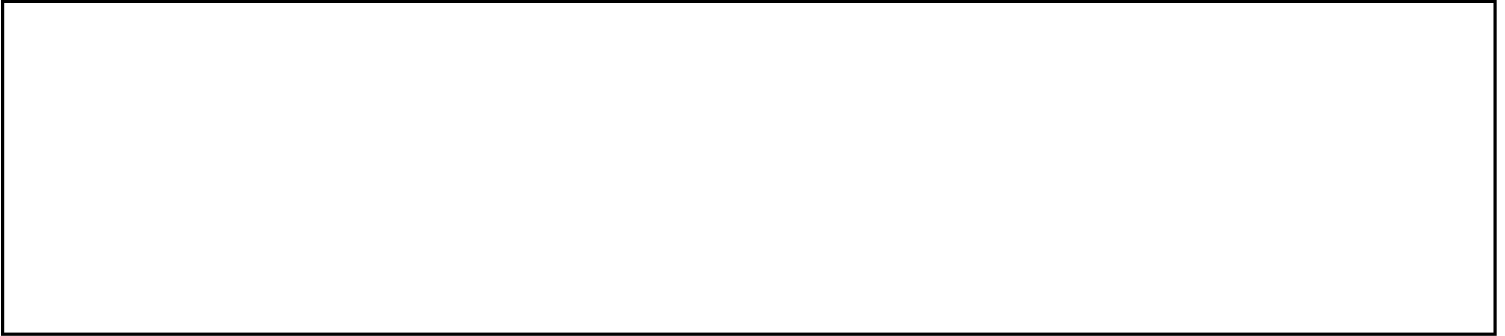


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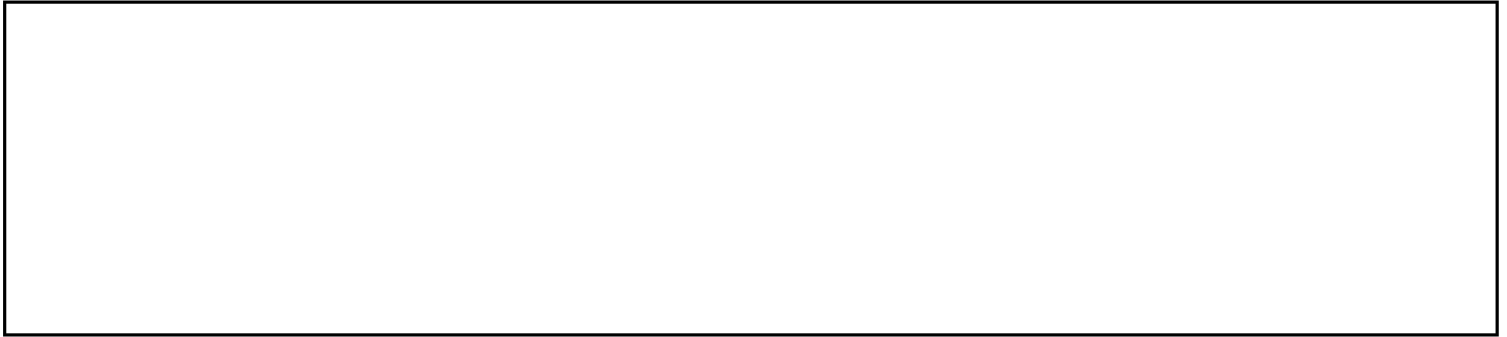
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Schedule 4.4



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Schedule 4.5



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Schedule 4.12

Intellectual Property

--see Schedule 2.1(d), which is incorporated into this Schedule 4.12 by this reference.