

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7282362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KODI KLIP, LLC	04/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DAYTON SUPERIOR CORPORATION
<b>Street Address:</b>	1125 BYERS ROAD
<b>City:</b>	MIAMISBURG
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45342
<b>PROPERTY NUMBERS Total: 15</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5626436
Patent Number:	D587564
Patent Number:	7559532
Patent Number:	7891074
Patent Number:	7900419
Patent Number:	7908723
Patent Number:	7963392
Patent Number:	8117796
Patent Number:	8322006
Patent Number:	8776328
Patent Number:	8640323
Patent Number:	8955679
Patent Number:	9267288
Patent Number:	9394692
Patent Number:	9797148
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(937)443-6635
<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>	9374436600

**Email:** IPDocket@thompsonhine.com  
**Correspondent Name:** THOMPSON HINE LLP  
**Address Line 1:** 10050 INNOVATION DRIVE, SUITE 400  
**Address Line 4:** DAYTON, OHIO 45342

**ATTORNEY DOCKET NUMBER:** 442005-00001 - JAH

**NAME OF SUBMITTER:** JENNIFER A. HUFFMAN

**SIGNATURE:** /Jennifer A. Huffman/

**DATE SIGNED:** 04/15/2022

**Total Attachments: 8**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is entered into as of April 1, 2022 (the “Effective Date”) by and between Kodi Klip, LLC, a Tennessee limited liability company (“Assignor”), and Dayton Superior Corporation, a Delaware corporation (“Assignee”) (Assignee and Assignor, individually, a “Party” and collectively, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (“Purchase Agreement”), of even date herewith, by and among the Assignor, Assignee, and the other parties thereto, Assignee acquired the intellectual property assets set forth on Schedule A attached hereto (the “Purchased Intellectual Property”); and

WHEREAS, in furtherance of the Purchase Agreement, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire, Assignor’s entire right, title and interest in and to the Purchased Intellectual Property, including without limitation the goodwill associated with the trademarks thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers and agrees to sell, convey, assign, transfer, and deliver to Assignee, Assignor’s entire right, title, and interest in and to the Purchased Intellectual Property.

3. Costs; Further Assurances. Buyer shall bear the costs and expenses associated with filing appropriate documentation with the U.S. Patent and Trademark Office, U.S. Copyright Office, and corresponding foreign intellectual property offices as necessary to confirm, record, perfect, and evidence such sale, assignment, conveyance, transfer, and delivery of the Purchased Intellectual Property to Assignee. From time to time after the Effective Date, Assignor shall, upon Assignee’s request, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take all further actions, and provide Assignee all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation by representatives of Assignor and/or the inventors of the Purchased Intellectual Property), to more fully effectuate the purposes of this Agreement, including, but not limited to, assisting Assignee in preserving or perfecting its rights in the Purchased Intellectual Property and the filing of applications for the registration of any intellectual property rights in the Purchased Intellectual Property, including the filing of continuation applications, divisional applications, and reissue applications, and providing assistance in the prosecution of any of the Purchased Intellectual Property. Should Assignee opt to take action against any actual or suspected infringers, diluters, or other violators of any of the Purchased Intellectual Property, upon Assignee’s request and at Assignee’s cost and expense, Assignor shall join Assignee as a necessary party in any such action (or proceeding related thereto) and to provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony and providing specimens of use.

4. Counterparts. This Agreement may be executed in counterparts (including by facsimile transmission or electronic transmission in portable document format (.pdf)), which when taken together shall constitute one and the same agreement.

5. Successors. This Agreement and all of the provisions hereof shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by a Party without the prior written consent of the other Parties hereto. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any person, other than the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware without regard to any conflicts of law principles that would require the application of any other Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

KODI KIP, LLC

By: 

Name: Jack D. Lowery

Title: Chief Executive Officer

ASSIGNEE:

DAYTON SUPERIOR CORPORATION

By: \_\_\_\_\_

Name: Daniel T. Dolson

Title: Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

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Name: Jack D. Lowery

Title: Chief Executive Officer

ASSIGNEE:

DAYTON SUPERIOR CORPORATION

By: \_\_\_\_\_



Name: Daniel T. Dolson

Title: Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary

[Signature Page to IP Assignment Agreement]

4868-9829-3785

**PATENT**  
**REEL: 059611 FRAME: 0943**

## KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

Kodi Klip, LLC Foreign Patent Applications and Issued Patents

Description	Product No.	Country	AppSerNo	Filing Date	Patent No.	Issue Date	Next Annuity	Est. Cost
Bar Connecting Apparatus (Corresponds to N3814 and N4135)	V0556		PCT/US2007/085379	11/21/2007			This group annual fees in Nov. until 2027; costs gradually escalate.	
	V0556CA	CANADA	2,701,308	11/21/2007	2701308	4/15/2014	NOV 1.	\$650.00
	V0556CADIV1	CANADA	2,842,484	11/21/2007	2,842,484	4/26/2016	NOV 1.	\$650.00
	V0556CN	CHINA	200780050148.4	11/21/2007	200780050148.4	4/10/2013	NOV 1.	\$1,150.00
	V0556CNDIV1	CHINA	20120129896.4	4/24/2012	21201210129896.4	4/15/2015	NOV 1.	\$1,150.00
	V0556EP	EUROPE	07864714.6	11/21/2007	2,094,434	2/1/2017	NOV 1.	\$4,500.00
	V0556HK	HONG KONG	09110298.9	11/9/2009			NOV 1.	\$400.00
	V0556HKDIV1	HONG KONG	13103154.1	3/13/2013	HK1176099	2/29/2016	NOV 1.	\$400.00
	V0556MX	MEXICO	MX/8/2009/005318	11/21/2007	296,390	11/21/2010	NOV 1, 2022	\$2,000.00
	V0556RU	RUSSIA	2009123475	11/21/2007	2,427,458	12/27/2010	NOV 1.	\$450.00
Description	Product No.	Country	AppSerNo	Filing Date	Patent No.	Issue Date	Next Annuity	Est. Cost
Multi-Size Rebar Clips	006146		PCT/US2011/038675	6/1/2011			This group annual fees in June until 2027; costs gradually escalate.	
	006146AE	UNITED ARAB EMIRATES	P1288/2012	12/16/2012			JUNE 1.	\$870.00
	006146CA	CANADA	2,801,895	6/1/2011	2,801,895	5/19/2015	JUNE 1.	\$520.00
	006146CN	CHINA	201180038490.9	6/1/2011	21201180038490.9	2/8/2017	JUNE 1.	\$820.00
	006146 EP (UK ONLY)	EUROPE (UK ONLY)	11725283.3	6/1/2011			JUNE 1.	\$530.00
	006146MX	MEXICO	MX/8/2012/014852	12/17/2012	329844	5/5/2015	JUNE 1, 2025	\$1,000.00
Description	Product No.	Country	AppSerNo	Filing Date	Patent No.	Issue Date	Next Annuity	Est. Cost
GEN 3 KLIP GUN	011783JP	JAPAN	2014-195469	9/25/2014	5945308	6/3/2016	6/3/2021	\$400.00

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# KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

Kodi Klip, LLC US Patent Applications and Issued Patents

Description	Docket No.	AppSerNo	Filing Date	Patent No.	Issue Date	Next Maint. Fee	Est. Cost
DOUBLE HOOK TO FASTEN CROSSED BARS, (DRAGONE PATENT)	N1805	08/379,438	2/8/1995	5,626,436	5/6/1997 (EXPIRED 2/8/2015)	NONE	
FLARED LEG DESIGN	000913	29/322,888	8/14/2008	0587,564	3/3/2009	NONE - EXPIRES 2023	
HAND APPLICATOR	N2822	11/333,756	1/17/2006	7,559,532	7/14/2009	NONE - ABANDONED	
BAR CONNECTING APPARATUS (GUN M&A)	N3814_002	11/622,674	1/12/2007	7,891,074	2/22/2011	8/22/2022 3RD MF	\$4,350.00
FLARED LEG METHODS (CONTINUATION OF N2069)	000914	12/173,076	7/15/2008	7,900,419	3/8/2011	9/8/2022 3RD MF	\$4,350.00
BAR CLIP APPLICATOR (STICK)	N2070	11/142,539	6/1/2005	7,908,723	3/22/2011	9/22/2022 3RD MF	\$4,350.00
BAR CONNECTING APPARATUS (CLIP STRING FOR GUN)	N4135_001	11/778,174	7/16/2007	7,963,392	6/21/2011	12/21/2022 3RD MF	\$4,350.00
FLARED LEG SYSTEM (CONTINUATION OF 000914)	004905	13/007,022	1/14/2011	8,117,796	2/21/2012	8/21/2023 3RD MF	\$4,350.00
CLIP GUN WITH PNEUMATIC FEED (THESE CLAIMS ARE FOCUSED ON THE SAFETY SHIELD AND INTERCONNECTIONS FROM IT THAT WERE ADDED TO THE PNEUMATIC FEED GUN.)	002833	12/762,409	4/19/2010	8,322,006	12/4/2012	6/4/2024 3RD MF	\$4,350.00
MULTI-SIZE REBAR CLIPS	003279	12/818,676	6/18/2010	8,776,328	7/15/2014	1/15/2022 2D MF	\$2,380.00

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# KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

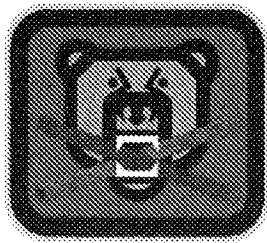
BAR CONNECTING APPARATUS WITH CLIP ADVANCE (CONT OF N3814)	002173	13/006,565	1/14/2011	8,640,323	2/4/2014	8/4/2021 2D MF	\$2,380.00
BAR CONNECTING APPARATUS (CLIP STRING FOR GUN)	005221	13/033,967	2/24/2011	8,955,679	2/17/2015	8/17/2022 2D MF	\$2,380.00
MULTI-SIZE RESBAR CLIPS	003279DIV	14/312,756	6/24/2014	9,267,288	2/23/2016	8/23/2023 2D MF	\$2,380.00
MULTI-SIZE RESBAR CLIPS	003279CON1	14/612,455	2/3/2014	9,394,692	7/19/2016	1/19/2024 2D MF	\$2,380.00
GEN 3 KLIP GUN	011783	14/478,723	9/5/2014	9,797,148	10/24/2017	4/24/2021 1ST MF	\$1,500.00

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## Kodi Klip, LLC US Trademark Registrations

Mark	Serial No.	Registration No.	Issue Date	Next Renewal	Est. Cost
KODI KLIP	N2071	3140970	9/12/2006	9/12/2026	\$1,200.00
LOGO (BEAR)	N2374	3335724	11/13/2007	11/13/2027	\$1,200.00
LOGO (BEAR)	001123	3807386	6/22/2010	6/22/2030	\$1,200.00
THE KLIP THAT GRIPS	001542	3803489	6/15/2010	6/15/2030	\$1,200.00

\$59,790.00



# **KODI KLIP™**

**Rebar Connection Systems**

Domain Name: [www.kodiklip.com](http://www.kodiklip.com)