

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7318126

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLIAM E. DENNISON	04/06/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RBQ ACQUISITION, INC.
<b>Street Address:</b>	16100 IMPERIAL PARKWAY
<b>Internal Address:</b>	ATTN: KEVIN FOOS
<b>City:</b>	STRONGSVILLE
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44149
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11067271
<b>Patent Number:</b>	10690527
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(330)434-8888
<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>	3304349999
<b>Email:</b>	iplaw@etblaw.com
<b>Correspondent Name:</b>	EMERSON, THOMSON & BENNETT, LLC
<b>Address Line 1:</b>	1914 AKRON-PENINSULA ROAD
<b>Address Line 4:</b>	AKRON, OHIO 44313
<b>ATTORNEY DOCKET NUMBER:</b>	43385.50002
<b>NAME OF SUBMITTER:</b>	JAY RYAN
<b>SIGNATURE:</b>	/Jay Ryan/
<b>DATE SIGNED:</b>	05/06/2022
<b>Total Attachments: 5</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), effective as of APRIL 6<sup>TH</sup>, 2022 (the "Effective Date"), is made by and between QUALITY COMPONENTS CO., an Ohio corporation ("Seller"), WILLIAM E. DENNISON ("Dennison") and RBQ ACQUISITION, INC., a Ohio corporation or its assignee ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Agreement for Purchase and Sale of Assets dated as of the Effective Date, by and among Seller, Buyer, and Dennison (the "Purchase Agreement").

### RECITALS

A. This IP Assignment is executed and delivered in connection with the Purchase Agreement. All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the terms of the Purchase Agreement, Seller and Dennison have agreed to convey, transfer, and assign to Buyer, among other assets, all of the Seller's and Dennison's (as applicable) right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, representations, and warranties contained herein and in the Purchase Agreement, the mutual benefits to be derived herefrom and therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Dennison hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Seller's and Dennison's right, title, and interest in and to the following (collectively, the "Assigned IP"):

- a. All Intellectual Property set forth on Exhibit A attached hereto, set forth in the Purchase Agreement, and/or set forth in Exhibit E to the Purchase Agreement;
- b. Seller's name, Seller's right and interest, if any, to all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications, including, without limitation the names and marks "Exceptional Performance by Design", "Quality Components Co.", "Quality Components Company", "QCC", the QCC logo depicted on Exhibit A and all derivations thereof; and
- c. all rights in internet web sites and internet domain names presently used by Seller in connection with the Subject Business, specifically "qccmfg.com".

2. Further Actions. Following the date hereof, Seller and Dennison shall take such commercially reasonable steps and actions, and provide such commercially reasonable 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This IP Assignment is made subject to the Purchase Agreement, and the terms thereof, including but not limited to the representations, warranties, covenants, and agreements therein relating to the Intellectual Property (as set forth in the Purchase Agreement and/or identified in Exhibit E thereto). In the event of any conflict or inconsistency between the description and breadth of the intellectual property to be transferred to Buyer contained in the Purchase Agreement, and the terms hereof, the broader description of the intellectual property to be transferred to Buyer shall govern and shall be deemed part of the IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. No person other than the parties hereto and their respective successors and assigns shall have any rights under this IP Assignment.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

6. Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be considered an original and all of which, taken together, shall be deemed to be one and the same instrument.

7. Notices. All notices, requests, demands, and other communications made in connection with this IP Assignment must be in writing and addressed to the recipient's address set forth below, or at such other address as either party directs the other by notice in the manner described in this Section 7:

If to Buyer:

RB Acquisition, Inc.  
16100 Imperial Parkway  
Strongsville, Ohio 44149  
Attn: Kevin Foos  
Telephone number: (440) 396-6550  
E-mail: kcfoos@allfoils.com

with a copy to:

Weston Hurd, LLP  
1300 E. 9<sup>th</sup> St., Suite 1400  
Cleveland, Ohio 44114  
Attention: Mark F. Kruse, Esq.  
Telephone number: (216) 687-3223  
E-mail: mkruse@westonhurd.com

If to Seller:

Quality Components Co.  
8484 Prospect Street  
Mentor, Ohio 44060  
Attn: William E. Dennison  
Telephone number: 440.478.6561  
E-mail: will3eiam@gmail.com

with a copy to:

Cavitch, Familo & Durkin Co., LPA  
1300 East 9<sup>th</sup> Street, 20<sup>th</sup> FL  
Cleveland, Ohio 44114  
Attention: James A. Aussem and Yao Liu  
Telephone number: (216) 621-7860  
E-mail: jaussem@cavitch.com; yaoliu@cavitch.com

Any such communication will be deemed to have been duly given (a) on the day following overnight delivery by an internationally recognized carrier; (b) on the third day after the date mailed by first-class, registered, or certified mail, return receipt requested, postage prepaid; (c) on the date delivered by courier or hand delivery; or (d) if, transmitted by electronic mail, on the business day on which the sender's electronic receipt confirms delivery of such electronic mail.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the Effective Date.

Seller:

~~QUALITY COMPONENTS CO.~~

By:

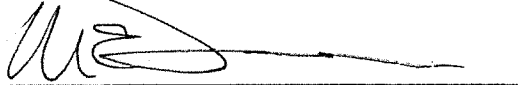


William E. DENNISON

Its:

President

WILLIAM E. DENNISON:

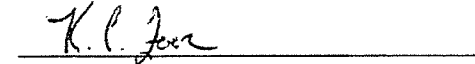


William E. Dennison, individually

Buyer:

RBQ ACQUISITION, INC.

By:



Kevin C. Foss

Its:

President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY AGREEMENT

**EXHIBIT A**


**U.S. Patent /Application**

U.S. Patent No.	Application No.	Filing Date	Title
11,067,271	16/094794	10/18/2018	Post Mix Nozzle Design
10,690,527	15/587097	05/04/2017	Gas Flowmeter

**Foreign Patent /Application**

Patent No.	Application No.	Filing Date	Prior PCT Appl.	Priority Data	Title
	PCT/US17/28680	04-20-2017		62/325,002	Post Mix Nozzle Design

**U.S. Trademarks/Logo**

Trademark Reg. No.	Application No.	Reg. Date	Title/Logo
			

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