

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7351727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM CHARLES RUSS	04/06/2022
RECEIVING PARTY DATA	
Name:	ACCU-FORM POLYMERS, INC.
Street Address:	170 WATER TANK ROAD
City:	WARSAW
State/Country:	NORTH CAROLINA
Postal Code:	28398
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6202394
Patent Number:	D662870
Patent Number:	8262149
Patent Number:	8398145
Patent Number:	8720971
Patent Number:	9844998
Patent Number:	10464394
Patent Number:	11007842
Patent Number:	11142042
Application Number:	17471613
CORRESPONDENCE DATA	
Fax Number:	(703)991-7071
<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:	7037408322
Email:	patent@maierandmaier.com
Correspondent Name:	MAIER & MAIER
Address Line 1:	345 SOUTH PATRICK STREET
Address Line 4:	ALEXANDRIA, VIRGINIA 22314
ATTORNEY DOCKET NUMBER:	16340000GEN

NAME OF SUBMITTER:	TIMOTHY J. MAIER
SIGNATURE:	/TIMOTHY J. MAIER/
DATE SIGNED:	05/25/2022
Total Attachments: 6 source=Assign_SIGNED#page1.tif source=Assign_SIGNED#page2.tif source=Assign_SIGNED#page3.tif source=Assign_SIGNED#page4.tif source=Assign_SIGNED#page5.tif source=Assign_SIGNED#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”), dated as of April 6, 2022, is made by Cool Tops, Inc., a North Carolina corporation (the “**Company**”), and William Charles Russ, an individual (the foregoing parties, collectively, “**Sellers**”), in favor of Accu-Form Polymers, Inc., a North Carolina corporation (“**Buyer**”), pursuant to that certain Asset Purchase Agreement by and among Buyer and Sellers, dated as of the date hereof (the “**Purchase Agreement**”; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement).

WHEREAS, pursuant to the terms and subject to the conditions of the Purchase Agreement, Sellers desire to convey, transfer, and assign to Buyer the Intellectual Property Assets included in the Purchased Assets (the “**Transferred IP**”) and Buyer desires to accept from Sellers and memorialize its interest in the Transferred IP;

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably assign, sell, transfer, convey and deliver to Buyer, its successors and assigns, and Buyer hereby accepts, all of Sellers’ right, title, and interest in and to the Transferred IP, including, without limitation:

(a) the trademarks, service marks, trade names, brand names, logos, trade dress, product configurations, design rights and other similar designations of source, sponsorship, association or origin set forth on Schedule 1 hereto together with all applications, registrations, and renewals thereof and the goodwill connected with the use of and symbolized by the foregoing;

(b) the inventions, discoveries, improvements, ideas, know-how, methodology, models, algorithms, systems, processes, technology, software and applications, patent applications, and patents, set forth on Schedule 1 hereto together with re-issues, provisionals, continuations, divisions, continuations-in-part, renewals, re-examinations, substitutions, and extensions of the foregoing;

(c) works of authorship, expressions, designs, designs in process, and design registrations, in each case whether or not copyrightable, copyrights, and all applications, registrations, renewals related to the foregoing and all moral rights related thereto, including, without limitation, designs, inventions, and in process designs and inventions related to canopies, sunshades, and mounted electric fans set forth on Schedule 1 hereto;

(d) trade secrets set forth on Schedule 1 hereto, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof;

(e) web sites, domain names, social media accounts set forth on Schedule 1 hereto, and applications and registrations pertaining thereto and all content used in connection with or contained in all versions thereof;

(f) all rights of any kind whatsoever of Sellers accruing under any and all of the foregoing pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered; and

(g) all other intellectual property and related proprietary rights, royalties, fees, income payments, proceeds, agreements, interests and protections, and claims or causes of action arising out of or related to any and all of the foregoing (including all rights (but no obligation) to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any and all of the foregoing).

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and 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 Assignment upon request by Buyer. Following the date hereof, Sellers 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 necessary to effect, evidence, or perfect the assignment of the Transferred IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Transferred IP. 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.

4. Counterparts. This 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 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 Assignment.

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

6. Governing Law and Jurisdiction. This 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 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 North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Jurisdiction and venue of any legal suit, action or proceeding arising out of this Assignment will be exclusively in a court located in the State of North Carolina to the exclusion of the courts of any other state or country. Sellers hereby submit to the personal jurisdiction of such courts and waive any argument that such court is an inconvenient forum.

[Signature page follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this Assignment as of the date first above written.

SELLERS:

COOL TOPS, INC.

By: William Charles Russ
William Charles Russ
President

William Charles Russ
William Charles Russ, Individually

AGREED TO AND ACCEPTED:

BUYER:

ACCU-FORM POLYMERS, INC.

By: _____
Donald W. Grigg
Vice President and Secretary

[Signature Page to Intellectual Property Assignment Agreement]

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BUYER:

ACCU-FORM POLYMERS, INC.

By: DocuSigned by:


2807D46C38634A1...
Donald W. Grigg
Vice President and Secretary

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE 1

1. Patent 6,202,394 Downdraft Fan System for Riding Mower
2. Patent D662,870 Ventilated Canopy for a Vehicle
3. Patent 8,262,149 Fan and Canopy Assembly for Riding Vehicle
4. Patent 8,398,145 Fan and Canopy Assembly for Riding Vehicle
5. Patent 8,720,971 Fan and Canopy Assembly for Riding Vehicle
6. Patent 9,844,998 Fan and Canopy Assembly for Riding Vehicle
7. Patent 10,464,394 Fan and Canopy Assemble for Riding Vehicle
8. Patent 11,007,842 Fan and Canopy Assembly for Riding Vehicle
9. Patent 11,142,042 Fan and Canopy Assembly for Riding Vehicle
10. All patent applications and patent related materials in process in any form or status.
11. Registered Trademark 3,969,355 Cool Tops
12. The website and domain name www.cooltops.com
13. Patent Application No. 17/471,613, filed September 10, 2021