

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7460900

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MORTAR NET USA, LTD.		05/05/2022
RECEIVING PARTY DATA		
Name:	MORTAR NET OF OHIO, LLC	
Street Address:	2926 CHESTER AVE.	
City:	CLEVELAND	
State/Country:	OHIO	
Postal Code:	44114	
PROPERTY NUMBERS Total: 16		
Property Type	Number	
Patent Number:	8061090	
Patent Number:	7726084	
Patent Number:	7543413	
Patent Number:	7543414	
Patent Number:	7448175	
Patent Number:	7216460	
Patent Number:	6912820	
Patent Number:	9151039	
Patent Number:	9097006	
Patent Number:	10689847	
Patent Number:	10294661	
Patent Number:	10066399	
Patent Number:	9739056	
Patent Number:	9366033	
Patent Number:	9127467	
Application Number:	16868741	
CORRESPONDENCE DATA		
Fax Number:	(844)770-0416	
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.		

PATENT

Phone: 3127611330
Email: growdocket@growip.com
Correspondent Name: GROWIP LAW GROUP LLC
Address Line 1: 117 S. COOK ST.
Address Line 2: #359
Address Line 4: BARRINGTON, ILLINOIS 60010

NAME OF SUBMITTER:	KIRSTEN L. THOMSON
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SIGNATURE:	/Kirsten L. Thomson/
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DATE SIGNED:	07/31/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Agreement”) is entered into as of December 30, 2021, by MORTAR NET USA, LTD., an Indiana corporation (“Seller”), in favor of MORTAR NET OF OHIO, LLC, an Ohio limited liability company (“Buyer”), in accordance with that certain Asset Purchase Agreement, made effective as of the date hereof (the “Purchase Agreement”), by and between Seller and Buyer. Capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement.

RECITALS:

A. Pursuant to the terms of the Purchase Agreement, Buyer is acquiring certain Purchased Assets from Seller.

B. In connection with the purchase and sale of Purchased Assets contemplated by the Purchase Agreement, Seller wishes to transfer, assign, and convey to Buyer certain Intellectual Property of Seller, subject to the terms and conditions of this Agreement and the Purchase Agreement.

NOW, THEREFORE, in furtherance of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Seller hereby grants, conveys, transfers, and assigns to Buyer and its successors and assigns, all of Seller’s rights, title, and interests in and to all of the following Intellectual Property (the “Assigned IP”), free and clear of all Encumbrances:

(a) those registered and unregistered domestic and foreign trademarks, trademark applications, service marks and trade names, of Seller set forth on Schedule I hereto, together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof;

(b) those registered and unregistered domestic and foreign patents and patent applications of Seller set forth on Schedule II hereto, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;

(c) those unregistered domestic and foreign copyright registrations and copyright applications of Seller, and all issuances, extensions and renewals thereof;

(d) those registered domain names of Seller set forth on Schedule III hereto,

and all renewals thereof;

(e) 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;

(f) 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

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the Effective Date, 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. Seller hereby authorizes any governmental authorities including, without limitation, the United States Patent and Trademark Office and the United States Copyright Office, to record and register this Agreement upon request by Buyer.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws, and not the law of conflicts, of the State of Indiana.

5. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the party to be charged, and, unless otherwise stated therein, no such waiver shall constitute a waiver of any other provisions hereof (whether or not similar) or a continuing waiver.

6. No Third Party Rights. Nothing express or implied in this Agreement is intended or shall be construed to confer on any person other than Seller or Buyer any rights under this Agreement.

7. Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions hereof shall remain in full force and effect.

8. Counterparts. This Agreement may be executed in multiple counterparts, and

each counterpart hereof shall be deemed to be an original agreement, but all such counterparts shall constitute but one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller has executed this Intellectual Property Assignment Agreement in favor of Buyer as of the date first written above.

“Seller”

MORTAR NET USA, LTD.

By:  _____

Print Name: Gary R. Johnson

Its: President

Date: May 5, 2022

[Signature Page to Intellectual Property Assignment Agreement]

Schedule I
Trademarks

Trademark	CountryCode	Registration No.	Issue Date	Application No.	Filing Date
HOUSENET	CA	1,056,155	9/25/2019	1866205	11/3/2017
DRIPLANE	CA	1,058,724	10/11/2019	1866208	11/3/2017
WallNet	US	5,440,079	4/3/2018	87444297	5/10/2017
HouseNet	US	5,354,701	12/12/2017	87444309	5/10/2017
DRIPLANE	US	5,489,649	6/12/2018	87444317	5/10/2017
WALLDEFENDER (standard characters)	CA	TMA1011903	12/28/2018	1819962	1/26/2017
TOTALFLASH	CA	TMA1011338	12/17/2018	1819960	1/26/2017
LathNet	US	5,371,912	1/2/2018	87308399	1/20/2017
WallDefender (standard characters)	US	5,435,931	4/3/2018	87129133	8/5/2016
TotalFlash (standard characters)	US	5,165,560	3/21/2017	87129162	8/5/2016
COMPLETEFLASH	CA	TMA983910	10/30/2017	1695637	9/26/2014
COMPLETEFLASH	US	4,863,885	12/1/2015	86235616	3/28/2014
TOTAL FLASH	CA	799,455	6/7/2011	1454894	10/14/2009
TOTAL FLASH & Design	CA	TMA794920	4/6/2011	1454893	10/14/2009
TOTAL FLASH	US	3,827,044	8/3/2010	77762826	6/18/2009
DOVETAIL DESIGN (without teardrop)	US	3,571,383	2/10/2009	77350280	12/12/2007
BLOCKNET	US	2,915,718	1/4/2005	76537945	8/4/2003
THE MORTAR NET	US	1,841,561	6/21/1994	74322476	10/15/1992

Schedule II

Patents

Title	Patent No.	Issue Date	Application No.	Filing Date	Country
Drainage System for Use in Building Construction	2,607,722	7/29/2014	2607722	6/6/2006	CA
Drainage System for Use in Building Construction	2,636,064	4/10/2012	2636064	2/2/2007	CA
Cavity-Wall Construction with Insect Barrier	8,061,090	11/22/2011	11/960,549	12/19/2007	US
Drainage System for Use in Masonry Block Construction	7,726,084	6/1/2010	10/841,576	5/10/2004	US
Drainage System for Use in Building Construction	7,543,413	6/9/2009	11/145,799	6/6/2005	US
Drainage System for Use in Building Construction	7,543,414	6/9/2009	11/345,953	2/2/2006	US
Drainage System for Use in Masonry Block Construction	7,448,175	11/11/2008	11/072,985	3/2/2005	US
Drainage System for Use in Masonry Block Construction	7,216,460	5/15/2007	10/393,689	3/21/2003	US
Drainage System for Use in Masonry Block Construction	6,912,820	7/5/2005	10/442,748	5/21/2003	US
Adjustable Drip Edge Corner	9,151,039	10/6/2015	14/174,392	2/6/2014	US
Drainage System for Use in Building Construction	9,097,006	8/4/2015	13/748,392	1/23/2013	US
Lath and Drainage	10,689,847	6/23/2020	16/407,058	5/8/2019	US
Lath and Drainage	10,294,661	5/21/2019	15/682,467	8/21/2017	US
Lath Stapling System	10,066,399	9/4/2018	14/848,257	9/8/2015	US
Lath and Drainage	9,739,056	8/22/2017	15/159,762	5/19/2016	US
Lath	9,366,033	6/14/2016	14/842,471	9/1/2015	US
Lath	9,127,467	9/8/2015	13/848,993	3/22/2013	US
Lath and Drainage			16/868,741	5/7/2020	US
Lath Stapling System			2903691	9/8/2015	CA

Schedule III

Domain Names

1. Mortarnet.com
2. mortarnetusa.com
3. s4musa.com
4. directtomasons.com
5. solutions4masonry.com
6. walldefender.com