PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT7596478

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|-----------------|----------------|
| TRACTORMAT, LLC | 10/14/2022 |

RECEIVING PARTY DATA

| Name: | ame: RANEYS, LLC | |
|--|------------------|--|
| Street Address: 3030 WEST SILVER SPRINGS BLVD. | | |
| City: OCALA | | |
| State/Country: FLORIDA | | |
| Postal Code: | 34475 | |

PROPERTY NUMBERS Total: 1

| Property Type | Number |
|----------------|---------|
| Patent Number: | D928846 |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4122974659

Email: angela.heukeshoven@dentons.com

Correspondent Name: ANGELA HEUKESHOVEN - DENTONS COHEN & GRIGSBY P.C.

Address Line 1: **625 LIBERTY AVENUE**

Address Line 4: PITTSBURGH, PENNSYLVANIA 15222-3152

| ATTORNEY DOCKET NUMBER: | 036002.0003 | |
|-------------------------|----------------------|--|
| NAME OF SUBMITTER: | ANGELA HEUKESHOVEN | |
| SIGNATURE: | /Angela Heukeshoven/ | |
| DATE SIGNED: | 10/18/2022 | |

Total Attachments: 5

source=Patent Assignment Agreement TractorMat Raneys (FINAL)#page1.tif source=Patent Assignment Agreement_TractorMat_Raneys (FINAL)#page2.tif source=Patent Assignment Agreement_TractorMat_Raneys (FINAL)#page3.tif source=Patent Assignment Agreement_TractorMat_Raneys (FINAL)#page4.tif source=Patent Assignment Agreement TractorMat Raneys (FINAL)#page5.tif

PATENT REEL: 061457 FRAME: 0164 507549589

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment") is made and delivered as of October 14, 2022 (the "Effective Date"), by and between TractorMat, LLC, a Nebraska limited liability company ("Assignor"), and Raneys, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), among Assignor, Assignee and Thomas Kayton, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Patents"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) 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
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, 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. Assignor hereby authorizes the Commissioner for Patents 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 Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement</u>. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the

PATENT REEL: 061457 FRAME: 0165 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. <u>Counterparts</u>. This Patent 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 Patent 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 Patent Assignment.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Patent Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any conflicts of law provisions that would apply the laws of another jurisdiction.

[Signature Page Follows]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Patent Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

TRACTORMAT, LLC-

Name: Thomas Kayton

Title: Manager

ASSIGNEE:

RANEYS, LLC

Title: Chief Executive Officer & President

PATENT

REEL: 061457 FRAME: 0167

| IN WITNESS WHE | REOF, each of the | parties hereto has | caused this Paten | t Assignment to b | e executed and |
|-----------------------|--------------------|---------------------|-------------------|-------------------|----------------|
| delivered by its duly | authorized represe | ntative as of the I | Effective Date. | | |

| ASSIGNOR: |
|------------------------|
| TRACTORMAT, LLC |
| By:Name: Thomas Kayton |
| Title: Manager |
| ASSIGNEE: |
| RANEYS, LLC |
| <i>y</i> |

By: Name Joel S. Raney
Title: Chief Executive Officer & President

SCHEDULE 1

ASSIGNED PATENTS

| Title | Jurisdiction | Patent No. | Grant Date |
|-------------|---------------|------------|------------|
| Tractor mat | United States | D928,846 | 8/24/2021 |

4879-6029-8039, v. 1

RECORDED: 10/18/2022

PATENT REEL: 061457 FRAME: 0169