507579799 11/03/2022

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7626688

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TRI TOOL INC.	03/02/2022

RECEIVING PARTY DATA

Name:	JV INDUSTRIAL COMPANIES, LLC		
Street Address:	3741 RED BLUFF ROAD		
Internal Address:	SUITE 200		
City:	PASADENA		
State/Country:	TEXAS		
Postal Code:	77503		

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	6794608
Patent Number:	7170032
Patent Number:	7180028

CORRESPONDENCE DATA

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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.

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ATTORNEY DOCKET NUMBER:	4759.000001
NAME OF SUBMITTER:	TYLYN MOORE
SIGNATURE:	/tylyn moore/
DATE SIGNED:	11/03/2022

Total Attachments: 5

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RECORDATION FORM COVER SHEET PATENTS ONLY

Patent and Trademark Office Atty Ref/Docket No.: 4759.000001 To the Director of the U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof. 2. Name and address of receiving party(ies): 1. Name of conveying party(ies): Name: JV Industrial Companies, LLC TRI Tool Inc. Street Address: 3741 Red Bluff Road Additional name(s) of conveying party(ies) attached? Suite 200 City: <u>Pasadena</u> State: <u>TX</u> Zip: Country: <u>United States of America</u> []Yes [X]No Zip: 77503 3. Nature of conveyance: Additional name(s) & address(es) attached? []Yes [X]No [X] Assignment [] Merger [] Security Agreement[] Change of Name [] Other Execution Date: March 2, 2022 4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: A. Patent Application No.(s) B. Patent No.(s) 6,794,608; 7,170,032; 7,180,028 Additional numbers attached? []Yes [X]No 6. Total number of applications and patents involved: 1 5. Name and address of party to whom correspondence concerning document should be mailed: 7. Total fee (37 CFR 3.41):\$ <u>0.00</u> Name: David D'Zurilla [[Enclosed [Authorized to be charged to deposit account Address: 19-0743 Schwegman Lundberg & Woessner, P.A. P.O. Box 2938 8. Please charge any additional fees or credit any over Minneapolis, Minnesota 55402 payments to our Deposit Account No.: 19-0743 DO NOT USE THIS SPACE 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Nov 3, 2022 / **700** David D'Zurilla/Reg. No. 36,776 Name of Person Signing Signature Total number of pages including cover sheet: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Mail Stop Assignment Recordation Services

P.O. Box 1450

Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS, TRI Tool Inc. an entity organized and existing under and by virtue of the laws of Nevada, and having an office and place of business at 3041 Sunrise Boulevard, Rancho Cordova, California 95742 (hereinafter "Assignor"), is the owner of assets identified in Appendix A (hereinafter collectively "Patent Properties"), including all inventions and other subject matter described in the Patent Properties;

AND WHEREAS, <u>JV Industrial Companies</u>, <u>LLC</u>, an entity organized and existing under and by virtue of the laws of <u>Texas</u>, and having an office and place of business at <u>3741 Red Bluff Road</u>, <u>Suite 200</u>, <u>Pasadena</u>, <u>TX 77503</u>, <u>United States of America</u> (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent Properties, including all inventions and other subject matter described therein, and any patent to be obtained in relation therefor;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Assignor hereby:

ASSIGNS, CONVEYS AND TRANSFERS to the Assignee the Assignor's entire right, title, and interest for the United States and all foreign countries and jurisdictions in and to:

said Patent Properties, including all original and reissued patents which have been or shall be issued in the United States and all foreign countries and jurisdictions based in whole or in part on any of said Patent Properties;

all divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other applications for a patent or patents which have been or shall be filed in the United States (including all provisional and non-provisional applications), and in all foreign countries and jurisdictions, based in whole or in part on any of said Patent Properties (including any application for a utility model or an innovation patent application);

the right to claim priority to said Patent Properties in relation to subject matter based in whole or in part on said Patent Properties and any of the foregoing including the right to file foreign applications under the provisions of any convention or treaty;

and the right to all causes of action, remedies, and other enforcement rights related to said Patent Properties, including without limitation the right to sue for past, present, or future infringement, misappropriation, or violation of any and all rights related to said Patent Properties and any of the foregoing, including the right to obtain and collect damages and/or royalties due for past, present, or future infringement;

AUTHORIZES AND REQUESTS the issuing authority to issue any and all United States and foreign patents granted on said Patent Properties to the Assignee;

AUTHORIZES AND REQUESTS that any attorney associated with U.S. Patent and Trademark Office (USPTO) Customer No. 21186 may (directly or through his/her designee) delete, insert, or alter any information related to said Patent Properties or any of the foregoing, after execution of this Assignment;

WARRANTS AND COVENANTS that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or shall be made to others by the Assignor, and that the full right to convey the same as herein expressed is possessed by the Assignor;

COVENANTS, that when requested and without compensation, but at the expense of the Assignee, in order to carry out in good faith the intent and purpose of this Assignment, the Assignor shall (1) secure cooperation from all present and former employees and/or inventors contributing or having contributed to the Patent Properties; (2) execute all provisional, non-provisional, divisional, continuing (including continuation-in-part), substitute, renewal, reissue, and all other patent applications for the Patent Properties; (3) execute all rightful oaths, declarations, assignments, powers of attorney and other papers for the Patent Properties; (4) communicate to the Assignee all facts known to the Assigner relating to the Patent Properties and the history thereof; (5) cooperate with the Assignee in any interference, reexamination, review proceeding, reissue, opposition, dispute, or litigation involving any of the applications or patents for the Patent Properties; and (6) take such further actions as the Assignee shall reasonably consider necessary or desirable for vesting title to said Patent Properties in the Assignee, or for securing, maintaining and enforcing proper patent protection for the Patent Properties; and

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COVENANTS, that should any provision of this agreement be held unenforceable by an authority of competent jurisdiction, such a ruling shall not affect the validity and enforceability of the remaining provisions.

THIS AGREEMENT IS TO BE BINDING on the assigns, representatives, and successors of the Assignor, and is to extend to the benefit of the successors, assigns, and nominees of the Assignee.

AGREED to by Assignor as of the Date of the Signature Below:

Assignor:

Signature:
Printed Name: Mr. Todd Fox

Title: VP of Sales for TRI

Date: 3 / 2 / 22

ACCEPTED by Assignee as of the Date of the Signature Below:

Assignee:

JV Industrial Companies, LLC

Signature:
Printed Name: Kevin Wauters

Title: Sr. Vice President

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Appendix A

Patent/	Application	Title	Filing date	Issue/Grant
Publication No.	Number			Date
US 6794608	09/984559	Welding System	10/30/2001	9/21/2004
CA 2465218	2465218	Welding System	10/11/2002	6/4/2013
US 7170032	10/716505	Process for Welding	11/20/2003	1/30/2007
US 7180028	11/184903	Dual Process Weld Head	7/20/2005	2/20/2007
EP 1904258	6787617.7	Dual Process Weld Head	7/18/2006	12/1/2010
JP 5021643	2008-522867	Dual Process Weld Head	7/18/2006	6/22/2012

PATENT REEL: 061647 FRAME: 0137

RECORDED: 11/03/2022