PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7668346

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PURCHASE OF ASSETS
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
RJ DESIGNS, LLC	11/01/2022

RECEIVING PARTY DATA

Name:	MAXXTUFF HOLDINGS, LLC
Street Address:	5724 HIGHWAY 280 EAST
Internal Address:	LEGAL SERVICES
City:	BIRMINGHAM
State/Country:	ALABAMA
Postal Code:	35242

PROPERTY NUMBERS Total: 5

Property Type	Number	
Application Number:	29742374	
Application Number:	29793011	
Application Number:	29793140	
Application Number:	29793198	
Application Number:	29742394	

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: 250-980-5234

Email: tnovak@ebsco.com

Correspondent Name: TYLER NOVAK

Address Line 1: 5724 HIGHWAY 280 EAST

Address Line 2: LEGAL SERVICES

Address Line 4: BIRMINGHAM, ALABAMA 35242

ATTORNEY DOCKET NUMBER:	390
NAME OF SUBMITTER:	TYLER NOVAK
SIGNATURE:	/TN/
DATE SIGNED:	11/30/2022

507621453 PATENT REEL: 062020 FRAME: 0133

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 4

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PATENT REEL: 062020 FRAME: 0134

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 1, 2022, is made by RJ Designs, LLC, an Alabama limited liability company ("Seller"), in favor of MaxTuff Holdings, LLC, an Alabama limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement by and among Seller, its Owners and Buyer (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents and patent applications set forth on 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 Seller 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, 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 the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.
- 3. <u>Terms of the Purchase Agreement.</u> The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is

PATENT REEL: 062020 FRAME: 0135 made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned 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. <u>Counterparts</u>. This IP 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 IP 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 IP Assignment.
- 5. <u>Successors and Assigns</u>. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This IP 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 IP 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

RJ DESIGNS

Ву_

Name: John A. Woller Jr.

Title: Manager

Ву

Name: Ronald R. Woller

Title: Manager

AGREED TO AND ACCEPTED:

MAXXTUFF HOLDINGS, LLC

Name: Robert Schoenvogel

Its: President

SCHEDULE 1

ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Lift Frame for a 3 Point Hitch US Design	us	D943,467 S	Feb 15, 2022

Patent Applications

Title	Jurisdiction	Application Number	File Date
Tool & Chain Holder	US	29/742374	11/16/2020
Adjustable Chainsaw Holder	US	29/793011	2/16/2021
Chainsaw Holder	US	29/793140	7/13/2021
Cylindrical Wrench Holder with Wire Retainer	US	29/793198	11/15/2021

PATENT REEL: 062020 FRAME: 0138

RECORDED: 11/30/2022