

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7700862

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BARRIER1 SYSTEMS, INC.	11/20/2020
RECEIVING PARTY DATA		
Name:	BARRIER1 SYSTEMS, LLC	
Street Address:	8015 THORNDIKE ROAD	
City:	GREENSBORO	
State/Country:	NORTH CAROLINA	
Postal Code:	27409	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	17984303
CORRESPONDENCE DATA		
Fax Number:	(704)945-6735	
<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:	704-945-6700	
Email:	docket@apwlaw.us	
Correspondent Name:	ADDITON, PENDLETON & WITHERSPOON, P.A.	
Address Line 1:	P.O. BOX 567	
Address Line 4:	MONROE, NORTH CAROLINA 28111	
ATTORNEY DOCKET NUMBER:	1350.019US2	
NAME OF SUBMITTER:	JAMES A. WITHERSPOON	
SIGNATURE:	/James A. Witherspoon/	
DATE SIGNED:	12/19/2022	
Total Attachments: 6		
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source=Assignments_Barrier1SystemsLLC_uspto#page2.tif		
source=Assignments_Barrier1SystemsLLC_uspto#page3.tif		
source=Assignments_Barrier1SystemsLLC_uspto#page4.tif		
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source=Assignments_Barrier1SystemsLLC_uspto#page6.tif		

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Barrier1 Systems, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 11/20/2020

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Barrier1 Systems, LLC

Internal Address: 8015 Thorndike Road

Street Address: _____

City: Greensboro

State: North Carolina

Country: US Zip: 27409

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

17/984,303

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Additon, Pendleton & Witherspoon, P.A.

Internal Address: _____

Street Address: P.O. Box 567

City: Monroe

State: North Carolina Zip: 28111-0567

Phone Number: 704-945-6700

Docket Number: 1350.019US2

Email Address: docket@apwlaw.us

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☒ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

/James A. Witherspoon/

Signature

December 19, 2022

Date

James A. Witherspoon

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 062135 FRAME: 0042

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**Assignment**") is made effective as of November 23, 2020 (the "**Assignment Date**"), by Barrier1 Systems, Inc., a corporation organized and existing under the laws of the State of North Carolina ("**Seller**") and Barrier1 Systems, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Purchaser**").

RECITALS

A. In connection with that certain Asset Purchase and Contribution Agreement dated as of November 23, 2020 (the "**Purchase Agreement**"), by and among Purchaser, Seller, and Michael Lamore, Seller has agreed to transfer and assign to Purchaser certain of the assets, rights and properties of such Seller, including all right, title and interest in and to the unregistered, applied-for, and registered trademarks, copyrights, patents, and domain names listed on the attached Appendix I (the "**Intellectual Property**").

B. Purchaser desires to obtain all right, title and interest in the Intellectual Property according to the terms of this Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment. Seller hereby sells, contributes, assigns, transfers and conveys to Purchaser, its successors, assigns and legal representatives, all worldwide right, title and interest in and to the Intellectual Property, free and clear of any liens, including, without limitation, all associated goodwill, all applications, divisions, reissues, reexaminations, renewals, registrations, substitutions, continuations, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Assignment Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement, misuse or misappropriation of any of the Intellectual Property, in each case for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made. Without limitation, the representations and warranties under the Purchase Agreement shall not be deemed to be enlarged, reduced, or altered in any way by this Agreement.

Section 2. Assistance. From time to time, as and when requested by Purchaser, Seller shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take, or cause to be taken, all further or other actions as Purchaser may reasonably deem necessary or desirable to consummate the transactions contemplated by this Assignment, including, in the case of such Seller, executing and delivering to Purchaser such assignments, consents, powers of attorney, declarations, affidavits and other instruments as Purchaser or its

counsel may reasonably request as necessary or desirable for such purpose. Further, at Purchaser's expense, Seller and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and generally do everything possible to vest title to the Intellectual Property in Purchaser and to aid Purchaser, its successors, assigns and legal representatives to obtain and enforce proper protection for the Intellectual Property.

Section 3. Counterparts. This Assignment may be executed in any number of original, facsimile or portable document format (pdf) counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument.

Section 4. Governing Law. This Assignment will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered by their duly authorized representatives, all as of the Assignment Date.

SELLER:

BARRIER1 SYSTEMS, INC.

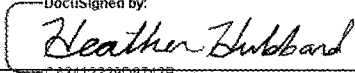
By: 

Name: Michael J. Lamore

Title: President

PURCHASER:

BARRIER1 SYSTEMS, LLC

By: 
Name: Heather A. Hubbard
Title: President

Appendix 1

ISSUED PATENTS

Title	Patent No.	Issue Date
Retractable Wide Span Vehicle Barrier System	7,083,357	8/1/2006
Retractable Wide Span Vehicle Barrier System	7,140,802	11/28/2006
Cable Housing System	9,441,337	9/13/2016
Pivot Swivel Cable Barrier	8,043,024	10/25/2011
Protection Barrier	9,791,245	10/17/2017
Cable Housing System	9,768,602	9/19/2017
Cable Housing System	10,236,670	3/19/2019
Cable Housing System	10,594,125	3/17/2020

PATENT APPLICATIONS

Title	App. No.	Filing Date
Energy Absorbing Cable	16/279,197	2/19/2019
Shallow-Mount Braced-Post Barrier	16/787,206	2/11/2020
Shallow Foundation Bollard-Single Stand Alone	16/407,277	5/9/2019
Retractable Bollard-Counterweight	62/844,337	5/7/2019

TRADEMARK

Mark	Reg. No	Reg. Date
BARRIERI	3212655	2/27/2007

DOMAIN NAMES

1. www.barrierl.us
2. www.missilebarrier.net
3. www.robustengineerednets.net