

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT7818757

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OMG, INC.	01/28/2021
RECEIVING PARTY DATA	
Name:	HICKMAN EDGE SYSTEMS, LLC
Street Address:	1600 AIRPORT ROAD
City:	WAUKEHSA
State/Country:	WISCONSIN
Postal Code:	53188
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8381451
Patent Number:	9394695
CORRESPONDENCE DATA	
Fax Number:	(262)785-0162
<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:	262-785-0160
Email:	info@itspatentable.com
Correspondent Name:	DONALD J. ERSLER
Address Line 1:	1165 TERRACE DRIVE
Address Line 4:	ELM GROVE, WISCONSIN 53122
ATTORNEY DOCKET NUMBER:	4167
NAME OF SUBMITTER:	DONALD J. ERSLER
SIGNATURE:	/Donald J. Ersler/
DATE SIGNED:	02/28/2023
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of February 1, 2021, is made by OMG, Inc., a Delaware corporation, located at 153 Bowles Road, Agawam, Massachusetts 01001 (“Assignor”), in favor of Hickman Edge Systems LLC, a Wisconsin limited liability company, located at 1600 Airport Road, Waukesha, Wisconsin 53188 (“Assignee”) and the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated as of January 31, 2021, among Assignor, Assignee and Metal-Era, LLC, a Wisconsin limited liability company (the “Purchase Agreement”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee the Purchased Assets (as defined in the Purchase Agreement), including without limitation certain intellectual property of Assignor, and has agreed to simultaneously execute and deliver this IP Assignment.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title, and interest in, to and under the following (the “Assigned IP”):

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the patents set forth on Schedule 2 hereto and all divisionals, continuations, continuation-in-part, renewals, reissues, or substitute applications, and also including all priority rights for patent applications foreign to the United States of America (the “Patents”);

(c) all rights of any kind whatsoever of Assignor accruing on or after the date hereof under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) 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

(e) any and all claims and causes of action, with respect to any of the foregoing, accruing 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. Assignor hereby authorizes the Commissioner for Patents and Trademarks in the United States Patent and Trademark Office to record and register this IP 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 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. Counterparts. 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. Successors and Assigns. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

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

OMG, INC.

By Hubert T. McGovern

Name: Hubert T. McGovern

Title: President and Chief Executive Officer

Address for Notices:

153 Bowles Road

Agawam, Massachusetts 01001

ACKNOWLEDGMENT

STATE OF Massachusetts)

) SS.

COUNTY OF Hampden)

On the 28 day of January 2021, before me personally appeared Hubert T. McGovern, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President & c.e.o of OMG, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of OMG, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires:

August 22, 2025

Anne M. Hassin

Notary Public

Printed Name: Anne M. Hassin



[Signature Page to Intellectual Property Assignment]

SCHEDULE 1
TRADEMARKS

Mark	Jurisdiction	Registration Number
Hickman	USA	1266849
The Leading Edge	USA	1600356
Safeguard	USA	1307645
Econosnap	USA	1304707
Permasnap	USA	1304706
MBED	USA	2255288
Stylized Logo drawing	USA	1266848

SCHEDULE 2

PATENTS

App./Patent No.	Country	Title	Issue Date
8,381,451	USA	Roof Edge Blocking System (OMGHES/101/US)	2/26/2013
9,394,695	USA	Adjustable Bracket Device for Selectively Mounting Rain Gutter (OMGHES/106/US)	7/19/2016