507816513 03/23/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7863645

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	

CONVEYING PARTY DATA

Name	Execution Date
ROSEMILL PACKAGING RESOURCES COMPANY, LLC	07/01/2019

RECEIVING PARTY DATA

Name:	CONNER INDUSTRIES, INC.		
Street Address:	3800 SANDSHELL DRIVE		
Internal Address:	SUITE 235		
City:	FORT WORTH		
State/Country:	TEXAS		
Postal Code:	76137		

PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	8403142	

CORRESPONDENCE DATA

Fax Number: (314)612-2307

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: 13146215070

Email: uspatents@armstrongteasdale.com

Correspondent Name: PATENT DOCKET DEPARTMENT ARMSTRONG TEASDALE LLP

Address Line 1: 7700 FORSYTH BOULEVARD

Address Line 2: SUITE 1800

Address Line 4: ST. LOUIS, MISSOURI 63105

ATTORNEY DOCKET NUMBER:	45354-00001		
NAME OF SUBMITTER:	DANIEL M. FITZGERALD		
SIGNATURE:	/Daniel M. Fitzgerald/		
DATE SIGNED:	03/23/2023		

Total Attachments: 4

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PATENT 507816513 REEL: 063082 FRAME: 0081

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("<u>Assignment</u>") is made and entered into as of July 1, 2019 to be effective as of June 30, 2019, by and between RoseMill Packaging Resources, LLC, a Tennessee limited liability company, having an address at 651 Heil Quaker Avenue, Lewisburg, Tennessee 37091 ("<u>Assignor</u>"), and Conner Industries, Inc., a Delaware corporation having an address at 3800 Sandshell Drive, Suite 235 ("<u>Assignee</u>").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement, dated as of July 1, 2019 to be effective as of June 30, 2019, by and among Assignor, Assignee, Michael R. Rose, an individual resident of the State of Tennessee, and Spencer G. Miller, an individual resident of the State of Tennessee, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in, to and under the patents set forth on Schedule A attached hereto (hereinafter the "Patents"), and

WHEREAS, Assignee is desirous of acquiring said rights in and to the Patents.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby:

- (1) irrevocably and exclusively transfers, conveys, sells and assigns unto Assignee:
 - a. all of Assignor's right, title and interest, everywhere in the world in, to and under
 - i. the Patents, including the ideas and inventions disclosed and claimed therein:
 - ii. any patent applications or patents claiming priority to the items in (i) (including, but not limited to, continuations, divisions, continuations-in-part, substitutes, reissues, reexaminations, extensions and renewals thereof, together with all priority rights and counterpart applications under any existing or future international patent conventions, agreements or treaties);
 - iii. any patent applications or patents to which any of the patents or patent applications in (i) or (ii) claim priority and any foreign counterparts to any patents or patent applications in (i) or (ii);
 - iv. any other rights in the inventions described or disclosed in any of the patents and patent applications in (i), (ii) or (iii) (all of the foregoing in (a), collectively, the "Assigned Patents");

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- b. all rights for recovery, damages and profits for past, present and future infringements related to the Assigned Patents, if any;
- c. all rights to receive royalties with respect to the Assigned Patents; and
- d. any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patents.
- agrees, without further compensation, upon request of Assignee (or its successors, assigns or legal representatives) to:
 - a. execute any and all oaths, assignments, powers and any other papers;
 - b. testify in any and all proceedings; and
 - c. otherwise take any and all actions, and fully cooperate with Assignee;

in each case, as may be necessary or appropriate, in the opinion of Assignee, to convey, establish, evidence, maintain, defend and enforce Assignee's rights in the Assigned Patents or otherwise related to securing and enforcing Assignee's rights under this Assignment; and Assignor hereby irrevocably appoints Assignee and any of its officers as Assignor's attorney in fact to undertake such acts in Assignor's name; and

(3) agrees to deliver to Assignee accurate copies of all material correspondence with counsel, in the Assignor's or its counsel's possession, relating to ownership, filing, prosecution, infringement, validity, or enforceability of, the Assigned Patents, to the extent such has not already been delivered.

Assignor hereby authorizes and requests the Commissioner of the U.S. Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Assigned Patents. Assignor represents, warrants, covenants and agrees that it has not executed, and will not execute, any agreement in conflict herewith. This Assignment will be governed by and construed in accordance with the laws of the State of Tennessee, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment may be executed in two or more counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered will be an original, but all of which together will constitute one and the same instrument. Any such counterpart, to the extent delivered by means of electronic delivery will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Remainder of page left intentionally blank. Signature page follows.]

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

ROSEMILL PACKAGING RESOURCES, LLC, a

Tennessee limited liability company

By:

Name: _ Title:

Speriet Maner Manda /Societary

Schedule A

Application No.	Application Date	Patent No.	<u>Issue Date</u>	<u>Title</u>	Country
13/207,095	August 10, 2011	US 9,156,605 B2	October 13, 2015	CONTAINER FOR SHIPPING FRAGILE PRODUCTS AND METHOD FOR MAKING THE SAME	United States of America

PATENT REEL: 063082 FRAME: 0085

RECORDED: 03/23/2023