507832004 03/31/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7879141

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
BLAZING PRODUCTS, INC.	11/20/2017

RECEIVING PARTY DATA

Name:	KING TECHNOLOGY OF MISSOURI, LLC	
Street Address:	42 N CENTRAL DR O	
City:	FALLON	
State/Country:	MISSOURI	
Postal Code:	63366	

PROPERTY NUMBERS Total: 1

Property Type	Number	
Patent Number:	D783132	

CORRESPONDENCE DATA

Fax Number: (312)862-2200

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: 312.862.3135

Email: barbara.siepka@kirkland.com

Correspondent Name: BARBARA M. SIEPKA
Address Line 1: 300 NORTH LA SALLE
Address Line 2: KIRKLAND & ELLIS LLP
Address Line 4: CHICAGO, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48374-2
NAME OF SUBMITTER:	BARBARA N. SIEPKA
SIGNATURE:	/Barbara M. Siepka/
DATE SIGNED:	03/31/2023

Total Attachments: 5

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PATENT REEL: 063194 FRAME: 0532

507832004

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "IP Assignment"), dated as of November 20, 2017 is made by Blazing Products, Inc., a Missouri corporation ("Seller"), in favor of King Technology of Missouri, Inc., a Missouri corporation and purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement, dated as of November 20, 2017, by and between Buyer and Seller (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, and corresponding entities or agencies in any applicable jurisdictions;

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) the trademark registrations and applications set forth on Schedule 2 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - (c) 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;
 - (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, 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, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this 1P Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, 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,

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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 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 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 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 Missouri, without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BLAZING PRODUCTS, INC.

Name:

Title:

Address for notices:

253 Chesterfield Industrial Blvd.

Chesterfield, MO 63005

AGREED TO AND ACCEPTED:

KING TECHNOLOGY OF MISSOURI, INC.

Y_____

Name:______
Title:_____

Address for notices:

42 N. Central Drive

O'Fallon, MO 63366

[SIGNATURE PAGE 10 INTELLECTS AL PROPERTY ASSIGNMENT AGREEMENT]

PATENT REEL: 063194 FRAME: 0535

In Witness Whereof, Seller has duly executed and delivered this IP Assignment as of the date first above written.

BLAZING PRODUCTS, INC.

By	
Name:	
Title:	
Address for notices:	
253 Chesterfield Industrial Blvd.	
Chesterfield, MO 63005	

AGREED TO AND ACCEPTED:

KING TECHNOLOGY OF MISSOURI, INC.

Name: Title:_

Address for notices: 42 N. Central Drive O'Fallon, MO 63366

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

SCHEDULE 1

RECORDED: 03/31/2023

Title	Serial No./ Filing Date	Reg. No./ Registration Date
FENESTRATED TIP FOR A SPIKE TAP OF AN IRRIGATION FITTING	29/546,354 March 15, 2017	D783,132 April 4, 2017

PATENT REEL: 063194 FRAME: 0537