

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7882699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WHITEFIELD PLASTICS CORP.	03/31/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MEARTHANE PRODUCTS, LLC
<b>Street Address:</b>	16 WESTERN INDUSTRIAL DRIVE
<b>City:</b>	CRANSTON
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02921
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10428993
Patent Number:	10100965
Patent Number:	10024482
Patent Number:	9784042
Patent Number:	D905545
Patent Number:	D829179
Application Number:	16135347
Application Number:	12400340
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(401)824-5123
<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>	
<b>Phone:</b>	4018245100
<b>Email:</b>	jbutera@pdlolaw.com
<b>Correspondent Name:</b>	JOSHUA BUTERA
<b>Address Line 1:</b>	1301 ATWOOD AVENUE, SUITE 215N
<b>Address Line 4:</b>	JOHNSTON, RHODE ISLAND 02919
<b>NAME OF SUBMITTER:</b>	JOSHUA BUTERA
<b>SIGNATURE:</b>	/Joshua Butera/
<b>DATE SIGNED:</b>	04/04/2023

**Total Attachments: 5**

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## PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (the “**Patent Assignment**”) is hereby made and entered into as of March 31, 2023, by and between Whitefield Plastics Corp., a Texas corporation (“**Assignor**”), and Mearthane Products, LLC, a Rhode Island limited liability company (“**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Assignor is the owner of certain patents, and related rights, more particularly described on Schedule I, attached hereto, and the good will associated therewith (collectively, the “**Patents**”).

WHEREAS, Assignor has the power and authority to assign all interests in and to the Patents.

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated February 14, 2023 (the “**Purchase Agreement**”), pursuant to which, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase, all of Assignor’s right, title and interest in and to the Assets, as defined in the Purchase Agreement, which includes the Patents.

NOW, THEREFORE, in consideration of the above premises and mutual covenants set forth below, and for other mutually negotiated and agreed-upon consideration as provided in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties and each of them hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest in the Patents, including all goodwill associated therewith.
2. Assignor hereby represents and warrants that Assignor possesses all rights, title and interest in and to the Patents and, to the best of Assignor’s knowledge, as of the date hereof, the Patents does not infringe, misappropriate or otherwise violate any third-party rights.
3. The Parties and each of them hereby agree that they and each of them shall use best efforts to take such actions and provide such material assistance and efforts as shall be reasonably required to effect the actions and agreements set forth herein. Notwithstanding the foregoing, Assignor hereby irrevocably appoints Assignee and/or any designee thereof with a limited power of attorney for the express limited purpose of effecting any such document(s) or taking such act(s) in the name and stead of Assignor as shall be required to effect the assignment and transfer of rights contemplated herein.
4. This Patent Assignment is subject in all events to the terms and conditions of the Purchase Agreement and shall not in any way expand, alter or limit any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement.

5. In the event of a conflict or inconsistency between this Patent Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail. Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this Patent Assignment in accordance with the terms of the Purchase Agreement.

6. This Patent Assignment inures to the benefit of Assignee and its successors and assigns.

7. To the extent not governed by applicable federal law, this Patent Assignment is governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict-of-laws provisions thereof and venue in any action arising under this Patent Assignment shall be exclusively in a court of competent jurisdiction in Harris County, Texas.

8. All capitalized terms not otherwise defined herein (including any exhibits or schedules hereto) shall have the respective meanings provided to them in the Purchase Agreement.

9. This Patent Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of such shall together constitute one and the same instrument. Machine signatures shall be as valid as manual signatures. A signed copy of this Patent Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed and/or caused this Patent Assignment to be executed by their duly authorized representatives as of the date first set forth above.

ASSIGNOR:

Whitefield Plastics Corp.

By:   
\_\_\_\_\_  
William H. Whitefield, President

ASSIGNEE:

Mearthane Products, LLC

By: \_\_\_\_\_  
Peter Kaczmarek, Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have executed and/or caused this Patent Assignment to be executed by their duly authorized representatives as of the date first set forth above.

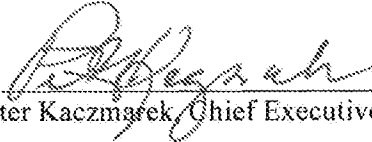
ASSIGNOR:

Whitefield Plastics Corp.

By: \_\_\_\_\_  
William H. Whitefield, President

ASSIGNEE:

Mearthane Products, LLC

By:  \_\_\_\_\_  
Peter Kaczmarek, Chief Executive Officer

SCHEDULE I

Patents Being Assigned

1. "Non-Metallic Clip Connection System"  
Patent Number: 10428993  
Application Number: 15718147  
Publication Number: 20180209575
2. "Non-Metallic Vertebrae Bend Restrictor and Vertebrae End Piece"  
Patent Number: 10100965  
Application Number: 15718195  
Publication Number: 20180209576
3. "Bend Stiffener Assembly"  
Patent Number: 10024482  
Application Number: 14696093  
Publication Number: 20160312544
4. "Riser Clamp Assembly"  
Patent Number: 9784042  
Application Number: 14625362  
Publication Number: 20160237758
5. "Non-Metallic Clip Connection Device"  
Patent Number: D905545  
Application Number: 29591991  
Publication Number: N/A
6. "Vertebrae Bend Restrictor"  
Pub/Pat No.: D829179  
Application Number: 29591990  
Publication Number: N/A
7. "Non-Metallic Vertebrae Bend Restrictor and Vertebrae End Piece"  
Patent/Publication Number: 20190017644  
Application Number: 16135347  
Publication Number: 20190017644
8. "Variable Radius Vertebrae Bend Restrictor"  
Patent/Publication Number: 20100228295  
Application Number: 12400340