

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7962502

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
FAB-CON MACHINERY DEVELOPMENT, CORP., A NEW JERSEY CORPORATION		04/26/2023
RECEIVING PARTY DATA		
Name:	FAB-CON MACHINERY DEVELOPMENT, CORP., A NORTH CAROLINA CORPORATION	
Street Address:	236 LOGGERHEAD CT.	
City:	WASHINGTON	
State/Country:	NORTH CAROLINA	
Postal Code:	27889	
PROPERTY NUMBERS Total: 9		
Property Type	Number	
Patent Number:	10570542	
Patent Number:	9725837	
Patent Number:	9416474	
Patent Number:	8127411	
Patent Number:	8127410	
Patent Number:	8104150	
Patent Number:	7395587	
Patent Number:	6826931	
Patent Number:	11299833	
CORRESPONDENCE DATA		
Fax Number:	(585)362-4701	
<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:	585-362-4700	
Email:	rochesterip@bsk.com	
Correspondent Name:	BOND, SCHOENECK & KING, PLLC	
Address Line 1:	350 LINDEN OAKS	
Address Line 2:	THIRD FLOOR	
Address Line 4:	ROCHESTER, NEW YORK 14625	

ATTORNEY DOCKET NUMBER:	430562
NAME OF SUBMITTER:	MEGHAN PACKARD
SIGNATURE:	/Meghan Packard/
DATE SIGNED:	05/19/2023
Total Attachments: 7 source=FabCon_Assignment#page1.tif source=FabCon_Assignment#page2.tif source=FabCon_Assignment#page3.tif source=FabCon_Assignment#page4.tif source=FabCon_Assignment#page5.tif source=FabCon_Assignment#page6.tif source=FabCon_Assignment#page7.tif	

INTELLECTUAL PROPERTY ASSIGNMENT OF SELLER

This **INTELLECTUAL PROPERTY ASSIGNMENT** ("**IP Assignment**"), dated as of May 1, 2023, is made by and between Fab-Con Machinery Development Corp., a New Jersey corporation with an address of 75 Channel Drive, Port Washington, New York 11050 ("**Seller**"), in favor of Fab-Con Machinery Development Corp., a North Carolina corporation with an address of 236 Loggerhead Ct., Washington, North Carolina 27889 ("**Buyer**").

WHEREAS, under the terms of that certain Asset Purchase Agreement, by and among Buyer, Seller, and certain other parties, dated May 1, 2023 (the "**Asset Purchase Agreement**"), Seller has conveyed, transferred, and assigned to Buyer, among other assets, all Intellectual Property Assets (as defined in the Asset Purchase Agreement) 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. Assignment. 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;

(b) the trademark registrations and trademark applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, together with the goodwill associated therewith or symbolized thereby;

(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 or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents 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 IP Assignment upon request by Buyer. Following the date hereof, as Buyer may reasonably request, and at Buyer's sole cost and expense, 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, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is expressly made and delivered pursuant to the Asset 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. Nothing in this Agreement is intended to, nor shall it, change, amend, extend, supersede, modify, limit, alter or otherwise affect the terms, obligations, representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement, and such terms, obligations, representations, warranties, covenants, agreements and indemnities 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

SELLER

Fab-Con Machinery Development Corp.,
a New Jersey corporation

By James Catallo
Name: James Catallo
Title: President

STATE NEW YORK

OF)
)SS.
)

COUNTY OF NASSAU

On the 26th day of April, 2023, before me personally appeared James Catallo, 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/they executed the same in his/her/their authorized capacity as the President of Fab-Con Machinery Development Corp., a New Jersey corporation, and acknowledged the instrument to be the free act and deed of Fab-Con Machinery Development Corp., a New Jersey corporation, for the uses and purposes mentioned in the instrument.

Lynn J Moessner
Notary Public
Printed Name:

LYNN J MOESSNER
Notary Public, State of New York
No. 01M04970982
Qualified in Nassau County
My Commission Expires 8/20/2026

My Commission Expires: 08-20-2026

AGREED TO AND ACCEPTED:

BUYER

Fab-Con Machinery Development Corp.,
a North Carolina corporation

By Christopher B. Snyder
Name: Christopher B. Snyder
Title: President

STATE of NC OF)
COUNTY OF Stanley)SS.
)

On the 28 day of April, 2023, before me personally appeared Christopher B. Snyder, 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/they executed the same in his/her/their authorized capacity as the President of Fab-Con Machinery Development Corp., a North Carolina corporation, and acknowledged the instrument to be the free act and deed of Fab-Con Machinery Development Corp., a North Carolina corporation, for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: 5-16-23



SCHEDULE 1**PATENTS****Patents**

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
APPARATUS AND METHOD FOR PRE-SHRINKING A WET FABRIC PRIOR TO DRYING	US	10,570,542	2/25/2020	Fab-Con Machinery Development Corp., a North Carolina corporation
APPARATUS AND METHOD FOR PRE-SHRINKING A WET FABRIC PRIOR TO DRYING	EP	3347516	7/18/2018	Fab-Con Machinery Development Corp., a North Carolina corporation
SHOE FOR A COMPACTOR AND FOR AVOIDING HEAT DEFORMATION THEREOF	US	9,725,837	8/8/2017	Fab-Con Machinery Development Corp., a North Carolina corporation
WASHER FOR TUBULAR KNITTED FABRIC MATERIAL	US	9,416,474	8/16/2016	Fab-Con Machinery Development Corp., a North Carolina corporation
DEVICE FOR PREVENTING JAMMING OF A FIBROUS MATERIAL SUBJECT TO A COMPRESSIVE TREATMENT IN A STUFFING CHAMBER DEFINED BY A FEED ROLL AND A RETARD ROLL	US	8,127,411	3/6/2012	Fab-Con Machinery Development Corp., a North Carolina corporation
SPRING STEEL SLIP SHEET FOR A COMPACTOR AND FOR EXTENDING INTO A COMPRESSION ZONE DEFINED BY A FEED ROLL AND A RETARD ROLL FOR SHRINKING A FABRIC	US	8,127,410	3/6/2012	Fab-Con Machinery Development Corp., a North Carolina corporation

APPARATUS INCLUDING AN ASYMMETRICAL WEDGE-LIKE MEMBER FOR CONTROLLING DEFLECTION IN SMALL DIAMETER ROLLS OF AN OPEN WIDTH STABILIZER SO AS TO CREATE A STRAIGHT LINE NIP WITH UNIFORM PRESSURE ACROSS THE NIP	US	8,104,150	1/31/2012	Fab-Con Machinery Development Corp., a North Carolina corporation
APPARATUS FOR CONTROLLING A COMPRESSION ZONE IN A COMPRESSIVELY SHRINKING FABRIC WEB	US	7,395,587	7/8/2008	Fab-Con Machinery Development Corp., a North Carolina corporation
MACHINE FOR PROCESSING A PAIR OF WETTED KNIT FABRIC TUBES FROM A COMMON CONTROL SIMULTANEOUSLY BUT INDEPENDENTLY	US	6,826,931	12/7/2004	Fab-Con Machinery Development Corp., a North Carolina corporation
TORQUE AND SKEW REDUCTION IN TUBULAR KNITTED FABRIC	US	11,299,833	4/12/2022	Fab-Con Machinery Development Corp., a North Carolina corporation

Patent Applications

None

SCHEDULE 2

TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
HYDRO-SIZER	US	5046859	9/20/2016	Fab-Con Machinery Development Corp., a North Carolina corporation
STABLESIZER	US	3974203	6/7/2011	Fab-Con Machinery Development Corp., a North Carolina corporation
GULL-WING	US	3974204	6/7/2011	Fab-Con Machinery Development Corp., a North Carolina corporation
FAB-CON	US	1551619	8/15/1989	Fab-Con Machinery Development Corp., a North Carolina corporation
LOGO (Gullwings)	US	6967251	1/31/2023	Fab-Con Machinery Development Corp., a North Carolina corporation
MISC DESIGN (gullwing logo)	US	6949610	1/10/2023	Fab-Con Machinery Development Corp., a North Carolina corporation

Trademark Applications

None

PATENT

RECORDED: 05/19/2023

REEL: 063696 FRAME: 0026