

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8062095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARDS MFG. CO. SALES INC.	09/21/2021
RECEIVING PARTY DATA	
Name:	RICHARDS MFG. CO. SALES, LLC
Street Address:	517 LYONS AVENUE
City:	IRVINGTON
State/Country:	NEW JERSEY
Postal Code:	07111
PROPERTY NUMBERS Total: 8	
Property Type	Number
Patent Number:	9728307
Patent Number:	9048638
Patent Number:	9762046
Patent Number:	9787077
Patent Number:	10074932
Patent Number:	10388438
Patent Number:	10347403
Patent Number:	10256620
CORRESPONDENCE DATA	
Fax Number:	(312)977-4405
<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:	312-977-4400
Email:	afaust@nixonpeabody.com, docketingchicago@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	70 WEST MADISON STREET
Address Line 2:	SUITE 5200
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	095224-000100
NAME OF SUBMITTER:	DANIEL BURNHAM
SIGNATURE:	/DANIEL BURNHAM/

PATENT

DATE SIGNED:	07/18/2023
Total Attachments: 4 source=Tab 16(B) - IP Assignment Agreement (Richards Sales)_(80278762_1) COMPANY TO COMPANY ASSIGNMENT#page1.tif source=Tab 16(B) - IP Assignment Agreement (Richards Sales)_(80278762_1) COMPANY TO COMPANY ASSIGNMENT#page2.tif source=Tab 16(B) - IP Assignment Agreement (Richards Sales)_(80278762_1) COMPANY TO COMPANY ASSIGNMENT#page3.tif source=Tab 16(B) - IP Assignment Agreement (Richards Sales)_(80278762_1) COMPANY TO COMPANY ASSIGNMENT#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of September 21st, 2021, is made by Richards Mfg. Co. Sales Inc., a New Jersey Corporation ("Assignor"), in favor of Richards Mfg. Co. Sales, LLC., a Delaware limited liability company ("Assignee"). The parties hereto are collectively referred to as the "Parties" and each individually as a "Party." Capitalized terms used but not defined herein shall have the meaning set forth in the EPA (as defined below).

RECITAL

WHEREAS, this IP Assignment is being entered into as part of the Recapitalization Transactions contemplated by that certain Equity Purchase Agreement, to be entered into by and among Relay Purchaser, LLC, 517 Lyons Avenue Associates LLC and one or more other parties thereto (as amended, restated, amended and restated or otherwise modified the "EPA").

WHEREAS, in connection with the Recapitalization Transactions, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, 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, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

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

(a) the patent set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) 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. Assignor 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 Assignee. Following the date hereof, 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 Assignor, or any assignee or successor thereto.

3. Terms of the EPA. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the EPA, 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 EPA 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 EPA and the terms hereof, the terms of the EPA 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 above written.

ASSIGNOR:

Richards Mfg. Co. Sales Inc.

By: 

Name:

Title:

Joseph Bier
President

ACKNOWLEDGMENT

STATE OF New Jersey

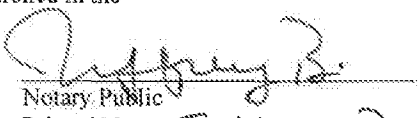
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)SS.

COUNTY OF Essex

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On the 21st day of September, 2021, before me personally appeared Joseph Bier, 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 executed the same in his authorized capacity as the President of Richards Mfg Co. Sales, Inc., a New Jersey corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of Richards Mfg. Co. Sales, Inc., a New Jersey corporation] for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name: Jeffrey Bier

My Commission Expires:

JEFFREY F. BIER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 8/20/2023

[Signature Page to IP Assignment]

PATENT
REEL: 064291 FRAME: 0884

SCHEDULE 1
ASSIGNED PATENT

Patents

Title	Jurisdiction	Patent Number	Issue Date
Adapter mandrel used in conjunction with premolded high voltage connectors and connector components	Canada	2381709	5/22/2007
Adapter mandrel used in conjunction with premolded high voltage connectors and connector components	United States of America	6782618	8/31/2004
R-stack arrester	United States of America	9728307	8/8/2017
7-Way crab joint	United States of America	9048638	6/2/2015
Sleeve for shielding electrical joint	United States of America	9762046	9/12/2017
Arc proof cover inspection sleeve	United States of America	9787077	10/10/2017
Secondary transformer bushing with integral sealing legs	United States of America	10074932	9/11/2018
Push on arrester	United States of America	10388438	8/20/2019
R-stack arrester	United States of America	10347403	7/9/2019
Sleeve for shielding electrical joint	United States of America	10256620	4/9/2019
7-way crab joint	United States of America	Application No. 16/798,320	2/22/2020