# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8103848

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/02/2021		

#### **CONVEYING PARTY DATA**

Name	Execution Date
CARLISLE INDUSTRIAL BRAKE & FRICTION, INC.	06/13/2023

### **RECEIVING PARTY DATA**

Name:	CMBF, LLC
Street Address:	N19W24200 RIVERWOOD DR
City:	WAUKESHA
State/Country:	WISCONSIN
Postal Code:	53188

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	16325496
Application Number:	17197861

### CORRESPONDENCE DATA

Fax Number: (414)277-0656

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: 4142716560

Email: mkeipdocket@michaelbest.com MICHAEL BEST & FRIEDRICH LLP **Correspondent Name:** 

Address Line 1: 790 N. WATER STREET

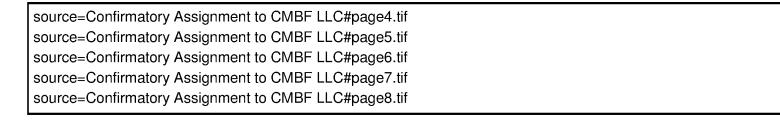
Address Line 2: **SUITE 2500** 

Address Line 4: MILWAUKEE, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	215484-0006
NAME OF SUBMITTER:	KEVIN MUELLER
SIGNATURE:	/kevin mueller/
DATE SIGNED:	08/09/2023

### **Total Attachments: 8**

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215484-0006

#### CONFIRMATORY ASSIGNMENT

This Confirmatory Assignment is entered into as of August 2, 2021 (the "Effective Date") by and between the Assignors (defined below) and the Assignee (also defined below).

WHEREAS, Carlisle Industrial Brake & Friction, Inc., a Delaware corporation ("Carlisle Industrial"); Carlisle Brake Products (UK) Ltd., a Delaware corporation ("Carlisle Industrial UK"); Carlisle Brake & Friction, Inc., a Delaware corporation ("Carlisle Brake & Friction"); Carlisle Intangible, LLC, a Delaware limited liability company ("Carlisle Intangible"); and Carlisle, LLC, a Delaware limited liability company ("Carlisle LLC") (hereinafter referred to jointly as "Carlisle" or "Assignors") entered into a certain equity and asset purchase agreement dated June 21, 2021 (the "EAP Agreement");

WHEREAS, pursuant to the EAP Agreement, the Assignors assigned all of their right title and interest in and to certain intellectual property to CMBF, LLC (hereinafter referred to as "Assignee"), a Delaware Corporation;

WHEREAS, Assignors and Assignees wish to confirm the intent of the Assignors to transfer such rights to Assignee.

NOW THEREFORE, for good and valuable consideration, including past consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

#### 1. Definitions

A. "Patents" means the patents and patent applications listed in Exhibit A, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, post-grant review, opposition, renewals, or similar proceedings of or involving any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed in any of the foregoing.

# 2. Assignment

Assignors confirm, pursuant to the EAP Agreement, that they already assigned to Assignee all right, title, and interest, in and to the Patents to Assignee and to the extent that

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such assignment is ineffective, hereby convey, transfer, and assign to Assignee, its successors

and assigns, and Assignee hereby accepts, all right, title and interest in, to, and under the

Patents, including, but not limited to, the all rights to sue for infringement of any and all of the

Patents, to recover any and all damages and awards for such infringement, to file foreign

patent applications, and to file chain of title recordations.

3. Authorization and Assistance

Assignors authorizes the U.S. Patent and Trademark Office and all counterparts around

the entire world and the appropriate officers of the same in all jurisdictions in which any of the

Patents are or may be recorded, registered, or pending, to record and register this

Confirmatory Assignment upon request by Assignee.

Assignors shall, without further consideration, execute any and all documents, including

assignments, transfers, and related powers of attorney, and take all other further actions as

may be necessary or reasonably requested by Assignee to effect, record, perfect, or enforce the

transfers set forth in this Confirmatory Assignment and ensure that all of Assignors' right, title,

and interest in and to the Patents and all of Assignors' rights, privileges, and protections under

the Patents, and all recordations thereof, are properly assigned to Assignee, its successors, and

assigns in accordance with this Confirmatory Assignment.

4. Entire Agreement

This Confirmatory Assignment, together with Exhibit A, and the EAP Agreement

constitutes the sole and entire agreement of the parties with respect to the subject matter

contained herein, and supersedes all prior and contemporaneous understandings and

agreements, both written and oral, with respect to such subject matter.

5. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto

and their respective successors and assigns.

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#### 6. **Governing Law**

All matters arising out of or relating to this Confirmatory Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.

#### 7. Counterparts

This Confirmatory Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Confirmatory 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 Confirmatory Assignment.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Confirmatory Assignment, which shall be binding upon the parties and their respective successors and assigns as of the Effective Date.

ASSIGNORS	ASSIGNEE
Signed: Haw	Signed:
Name: Luke A Shaw	Name: Benjamin A. Wilher
Date: 06/13/2023	Date: <u>6/14/2023</u>
State of Wisconsin County of whakesha	14, 2023 by Benjamin A. Wilkey.
Odrienne Killey Adrienne Killey Notary Public	Page 3 of 4
My commission expires June	26,2024 PUBLIC 28

# CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ARIZE	ONA)	
COUNTY OF MA	ARICOPA)	
ON THIS <u>13</u>	_DAY OF <u>June</u> 2023, 1	BEFORE ME PERSONALLY
	EVIDENCE TO BE THE PERSON	E IDENTITY WAS PROVEN TO ME ON N WHO HE CLAIMS TO BE, AND D DOCUMENT TITLED CONFIRMATORY F, LLC.
Junya Mehe NOTARY PUBLI	<b>4</b>	Notary Public State of Anzona Maricopa County Jennifer Ilena Minghine My Commission Express \$7/02/2024 Commission Rumber 58:385

07/02/2024

MY COMMISSION EXPIRES

Exhibit A - Table of IP Assets

-32:	Country	Title	Appl, No.	Filed Date	Patent/Publ. No.	F. Grant Date
	8.0	DUAL MASTER CYLINDER BRAKE ASSEMBLY WITH QUICK-FILL FUNCTION	16325,496	2017-08-17	11,173,837	2021-11-16
7	U.S.	MODILAR ELECTRONIC BRAKE SYSTEM	17/197,861	2621-63-16	Publ. No. 20210284117	
~	Belarus	BRAKE SYSTEM FOR MINE TRUCKS	426200055	2018-07-13		
4	EPO	Brake system for mine Trucks	18749676.5	2013-07-13	EP3638431	2021-06-30
ගේ	Spain	Brake system for Mine Trucks	18749676.5	2018-07-13	EP3658431	2021-06-30
vei	Belgium	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANUFACTURING	09815082.4	2009-09-16	EPIBLAZAS	2021-10-27
e <sup>2</sup>	Oda	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANUFACTURING	09815082.4	2009-09-16	EP2324263	2021-10-27
oci	France	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANUFACTURING	09815022.4	2009-09-16	EP2324263	201-19-27
ø.	Germany	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANUFACTURING	09815052.4	2109-499-16	EP2324263	2021-10-27
ë.	L.uxembourg	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANIFACTURING	09815023.4	2009-09-16	EP1324263	2021-40-27
	Monaco	CARBON FIBER REMFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD BACK PLATE AND METHOD OF MANUFACTURING	09815082.4	2009-09-16	EP2324263	2021-10-27
ದ	Swizerland	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE FAD BACK PLATE AND METHOD OF MANUFACTURING	09815082.4	2009-09-16	EP1314163	2011-10-27
13.	U.K.	CARBON FIBER REINFORCED CARBONACEOUS MATRIX COMPOSITE FOR BRAKE PAD	09815882.4	2009-09-16	BP2324263	2021-10-27

BACK PLATE AND METHOD OF MANUFACTURING	Title Appl No	Filed Date	Patent/Publ. Mo.	Orași Orași Orași
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thanki		2017-08-18	AR 109381 B1	2021-12-29
persult.	INDER WITH ION	2017-03-13	EP3500463	2022-04-06
Page 19	R CYLINDER ABLY WITH INCTION	2017-68-17	ZL20178062689.1	2022-01-28
the stands of th	R CYLINDER 1782/105.3 UNCTION	2017-08-17	EP3500463	2022-04-06
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pontig	R CYLINDER 1817 WITH INCTION	2017-08-17	EP3500463	2022-08-06
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parta		2017-88-17	EP1500463	2022-04-06
KN STRA		2017-28-17	EP3500463	2022-04-06
zehaza	INDER WITH ION	2017-08-17	EP3500463	2022-04-06
		2017-08-17	EP3508463	2012-04-06
BRAKE ANDMBLY WITH OUDCK-FILL FUNCTION	CYLINDER 1742105.3 4BLY WITH	2017-08-17	EP3500463	2022-04-06

1202	Country		Appl No.	Siled Date	Patent/Publ. No.	Creat Oass
29.	Australia	MODULAR ELECTRONIC BRAKE SYSTEM	2021233835	2021-03-10		
ري ون	Çişiş Şi	MODULAR ELECTRONIC BRAKE SYSTEM	2021800340707	2021-03-40		
	0.33	MODULAR ELECTROMIC BRAKE SYSTEM	21715718.9	2021-03-10	Publ. No. 4117973	
Š	Endia	MODULAR ELECTRONIC BRAKE SYSTEM	202217657271	2021-03-10	***************************************	
r:	lapan	MODULAR ELECTROMIC BRAKE SYSTEM	2022-555184	2021-03-10		
4	Korea	MODULAR ELECTRONIC BRAKE SYSTEM	2022-7034433	2021-03-10		***************************************
35.	RCT	MODULAR ELECTRONIC BRAKE SYSTEM	PCT/US2621/ 021726	2021-03-10	Publ. No. WO2021/183658	
36.	So. Africa	MODULAR BLECTRONIC BRAKE SYSTEM	2022/10218	2021-03-10		
37.	¥.	MODULAR ELECTRONIC BRAKE SYSTEM	2213840.8	2021-03-10	Publ. No. G82609102	
%; %;	Korea	$\Xi$	1020067610214	2004-11-25	1020070088254	1007-08-29
39.	Korea	ER CYI	1020137020631	2004-11-25	161437303	2014-09-02
e;	Korea	TWIN MASTER CYLINDER ASSEMBLY	1020137001818	2004-11-23	101453223	2014-10-22
7h, 201	Korea	TWIN FOWER VALVE WITH INTEGRATED PRESSURE BALANCE	1620117625749	2009-03-31	101507641	2015-04-07
42.	Mexico	DOUBLE POWER VALVE WITH INTEGRATED PRESSURE BALANCE.	MX/MZG11/810369	2009-43-31		2014-03-31
43.	South Africa	Vehicle Braking System	2011/06954	2009-03-31		2014-03-26
8°	India	Booster Valve Assembly for Bi- Directional Braking System	642.A4C)NC2003	6/19/2003	237817	010 <i>Z/L</i> 010
45.	Germany	Master Cylinder	1514756	8/16/2004	602004010016	11/14/2307
93	India	Mæster Cylinder	1546/DEL/2004	8/19/2004	269861	11/12/2015
67	Hong Kong	Twin Master Cylinder Assembly	11104320.0	11/25/2004	F4K1150272	3/8/2013
200	Hone Kone	Twin Master Cylinder Assembly	13004328.9	11/25/2004	EK 250273	11/16/2012
49	india		2976/DELNP/2006	11725/2004	264333	1,662,015
50	Austria	Twin Master Cylinder Assembly	4798650	11/25/2004		
	Spain	Twin Misser Cylinder Assembly	4798650	1125238		
22	Mexico	Twin Master Cylinder Assembly	6005963	11242004		
53,	Portugal	Twin Master Cylinder Assembly	4798650	10252004		
54,	Pomesi	Twin Master Cylinder Assembly	9173639	11050004		
X.	India	Twin Power Valve With Integrated Pressure Balance	1989AUMNP72011	3,517,00%		
S. S.	Mexico	Twin Power Valve With Integrated	MX/AZ011/010369	3/31/2009	318907	3/31/2014

Exhibit A - Table of IP Assets

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RECORDED: 08/09/2023