

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT8164546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TNT PRODUCTS INC.	09/12/2023
RECEIVING PARTY DATA	
Name:	RECTORSEAL, LLC
Street Address:	2601 SPENWICK DRIVE
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77055
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8307469
Patent Number:	8496811
Patent Number:	11085179
Patent Number:	9139996
Patent Number:	D935573
Patent Number:	D936188
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	REC04400
NAME OF SUBMITTER:	JOHN WILSON JONES
SIGNATURE:	/John Wilson Jones/
DATE SIGNED:	09/13/2023

Total Attachments: 5

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PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and delivered as of September 12, 2023, by TNT Products Inc., a California corporation ("Seller"), in favor of RectorSeal, LLC, a Delaware limited liability company ("Purchaser"). The Purchaser and the Seller are sometimes referred to in this Assignment collectively as the "Parties" or individually as a "Party". Terms used in this Assignment that are capitalized and not otherwise defined herein shall have the meanings given to them in the Agreement (as defined below).

RECITALS

A. The Parties, together with Todd Cohen ("Todd"), Tatiana Cohen ("Tatiana"), and Dwight Ham ("Dwight"), comprising the owners of all outstanding equity interests in Seller (Todd, Tatiana, and Dwight, each a "Stockholder" and, collectively, the "Stockholders"), are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Agreement"), pursuant to which Purchaser agreed to purchase and acquire from Seller, and Seller agreed to sell, transfer, convey, assign and deliver to Purchaser free and clear of all Liens all of Seller's right, title and interest in, under and to the Assets, including the Intellectual Property of Seller.

B. Seller is the owner of all rights, title and interest in and to the patents that are part of the Assets, including, but not limited to, those identified on the attached Exhibit A, the United States patent applications and/or registrations therefor, together with all common law rights and the goodwill of the business associated therewith (the "Patents"), and has agreed to transfer to Purchaser free and clear of all Liens all of Seller's right, title interest in, under and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Patents. Seller hereby irrevocably sells, transfers, conveys, assigns and delivers unto Purchaser, its successors and assigns, without reservation of any rights, title or interest, all rights, title, and interest in and to the Patents owned by Seller, any and all applications and registrations therefor, including, without limitation, the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Patents, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors, assigns, and subsidiaries, as fully and entirely as said rights, title and interest would have been held and enjoyed by Seller if this sale, assignment, and transfer had not been made, including, without limitation, all common-law rights of Seller in and/or to the Patents and Seller's right to sue for all claims, demands and/or causes of action, both at law and in equity for past, current or future claims, demands and/or causes of action, that Seller may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Patents or any other claim or cause of action related to any of the Patents prior to and following the effective date of this Assignment. Seller hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all registrations and pending applications for the Patents to Purchaser as assignee of the entire right, title and interest therein or otherwise as Purchaser may direct, in accordance with this Assignment. Seller further agrees, upon reasonable request and at Purchaser's

sole cost and expense, that Seller and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Patents, and for perfecting, recording, or maintaining the title of Purchaser, its successors and assigns, to such Patents and any registrations issued for such Patents.

2. Binding Effect. The Patents are hereby sold, transferred, conveyed, assigned and delivered by Seller to Purchaser and its successors and assigns forever, and this Assignment shall be binding on Seller and its successors and assigns.

3. No Waiver or Modification; Subject to Agreement. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties based upon, arising out of or otherwise in respect of the Agreement. This Assignment is not intended to create any broader obligations of the Parties than those contemplated by the Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall be governing and controlling. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by each Party. This Assignment is subject to all of the representations, warranties, covenants, exclusions, limitations and indemnities set forth in the Agreement, all of which are incorporated herein by reference.

4. Governing Law. This Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.

5. Counterparts. This Assignment may be executed in separate counterparts (including by facsimile or .pdf format), each of which will be deemed an original but all of which will constitute but one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Seller has caused this Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

TNT PRODUCTS INC.

By: 

Name: Todd Cohen

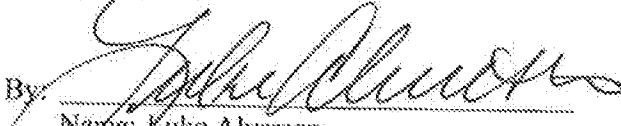
Title: President

[Signature Page to Patent Assignment]

PATENT
REEL: 064888 FRAME: 0200

Acknowledged by:

RECTORSEAL, LLC

By: 
Name: Luke Alverson
Title: Vice President

{Acknowledgement to Patent Assignment}

EXHIBIT A

Patents and Patent Applications

Patents:

Registered Patent No.	Title of Patent	Country of Issue	Registered Owner	Issue Date	Expiration Date
US 8,307,469 B1	Removable Floor Sink Drain Lock	USA	TNT Products, Inc.	11/13/2012	11/13/2032
US 8,496,811 B2	Drain Locking Device for Floor Drains	USA	TNT Products, Inc.	7/30/2013	7/30/2033
US 11,085,179 B1	Sediment Collection Drain Basket Apparatus	USA	TNT Products, Inc.	8/10/2021	8/10/2041
US 9,139,996 B2	Removable Locking Floor Sink Drain Screen for Enlarged Opening	USA	TNT Products, Inc.	9/22/2015	9/22/2035
US D935,573 S	Sediment Drain Basket Assembly	USA	TNT Products, Inc.	11/9/2021	11/9/2036
US D936,188 S	Round Sediment Drain Basket Assembly	USA	TNT Products, Inc.	11/16/2021	11/16/2036

Patent Applications:

Patent Application No.	Title	Country of Application	Applicant Name	Application Date
None				