

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT8218186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	WALTER PYTLEWSKI	09/18/2023
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MARSHALLTOWN COMPANY	
<b>Street Address:</b>	104 S. 8TH AVENUE	
<b>City:</b>	MARSHALLTOWN	
<b>State/Country:</b>	IOWA	
<b>Postal Code:</b>	50158	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	10262590	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(314)863-9388	
<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>	314-863-0800	
<b>Email:</b>	stl.uspatents@stinson.com	
<b>Correspondent Name:</b>	STINSON LLP	
<b>Address Line 1:</b>	7700 FORSYTH BLVD., SUITE 1100	
<b>Address Line 4:</b>	ST. LOUIS, MISSOURI 63105	
<b>ATTORNEY DOCKET NUMBER:</b>	DSS FOR ACQUIRED FILE	
<b>NAME OF SUBMITTER:</b>	DEBRA S. STAAS	
<b>SIGNATURE:</b>	/Debra S. Staas/	
<b>DATE SIGNED:</b>	10/12/2023	
<b>Total Attachments: 5</b>		
source=Executed Assignment Walter Pytlewski executed 09-18-2023#page1.tif		
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source=Executed Assignment Walter Pytlewski executed 09-18-2023#page5.tif		

## ASSIGNMENT

WHEREAS, Barwalt, Inc., an Idaho corporation, doing business as "Barwalt Tool Company", together with Walter Pytlewski, individually, (collectively, called ASSIGNOR), are to the best of the collective knowledge of the ASSIGNOR, the sole and exclusive owners in and to the patented inventions identified with their patent numbers on Exhibit A to this Assignment, for which Letters Patent of the United States have been received (the "Issued Patents");

WHEREAS, ASSIGNOR, to the best of their collective knowledge, is the sole and exclusive owner in and to the inventions depicted and described in the pending applications for patent protections identified with their file numbers on Exhibit A to this Assignment as in pending status (the "Pending Applications");

WHEREAS, MARSHALLTOWN COMPANY, an Iowa corporation, (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title, and interest of ASSIGNOR in and to the aforementioned Issued Patents and Pending Applications and all right, title and interest of ASSIGNOR in, to and under any and all Letters Patent of the United States related to the Issued Patents and in any and all foreign country registrations thereof.

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to the said ASSIGNEE, all of ASSIGNOR'S interest in the said Issued Patents and Pending Applications, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all reissues, extensions or certificates of reexamination of said Letters Patent, including the right of priority and the subject

matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, U.S. territories and foreign countries are or may be granted, reissued, extended, or reexamined as fully and entirely as same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on said Issued Patents, or resulting from said Pending Applications, and from any and all divisions and continuations, reissues, extensions, or reexaminations thereof to the said ASSIGNEE, of the entire interest of ASSIGNOR, and hereby covenants that, to the best of their collective knowledge, ASSIGNOR has full right to convey the entire interest therein assigned, and that it has not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNOR further hereby covenants and agrees that it will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said Issued Patents and Pending Applications, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure a reissue, extension or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers,

without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNOR does further covenant and agree, that it will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, such facts relating to said invention, application, and Letters Patent or the history thereof, as may be known to it, and testify as to the same in any interference or other litigation, when requested to do so, all at the sole and exclusive expense of ASSIGNEE.

IN WITNESS WHEREOF, ASSIGNOR has caused these presents to be signed by Walter Pytlewski in his individual capacity and as a duly authorized officer of Barwalt, Inc., this 18th day of September, 2023.

**Barwalt, Inc., an Idaho corporation, doing  
business as Barwalt Tool Company**

Dated: SEPTEMBER 18<sup>TH</sup>, 2023

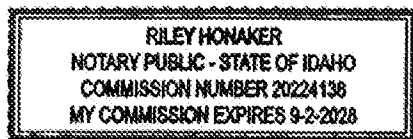
Walter Pytlewski  
Walter Pytlewski, its CEO

Walter Pytlewski  
Walter Pytlewski, Individually

STATE OF IDAHO                     )  
  )     SS:  
COUNTY OF KOOTENAI)

BEFORE ME, a Notary Public in and for said County and State personally appeared the above-named Barwalt, Inc., an Idaho Corporation, by Walter Pytlewski, its CEO, who acknowledged that he did sign the foregoing instrument for and on behalf of said corporation and that the same is the free act and deed of said corporation and the free act and deed of him individually and as its CEO.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at KOOTENAI COUNTY, Idaho, this 18TH day of September, 2023.



Riley Honaker  
Notary Public  
My Commission Expires: SEP 2 2028

# EXHIBIT A

## LIST OF ISSUED PATENTS and PENDING APPLICATIONS

Case Number	Title Or Mark	Status	Application #	Patent #	Filing Date	Date Issued Or Abandoned
45166.15070001	COLLAPSIBLE ENCLOSURE FOR A MACHINE TOOL	Issued	11115034	7766728	4/27/2005	8/3/2010
45166.15070002	GROUT FLOAT ASSEMBLY	Expired	09630082	6604256	8/1/2000	8/12/2003
45166.15070004	HOLLOW SPACER FOR TILES AND THE LIKE	Expired	10/205,176	6,823,640	7/24/2002	11/30/2004
45166.15070006	KNEE PAD	Expired	D002774	D351255	12/15/1992	10/4/1994
45166.15070007	KNEE PAD STRAP	Expired	D012692	D355067	9/7/1993	2/7/1995
45166.15070008	HANDLE SUPPORT FOR HAND TROWEL	Expired	D012691	D359221	9/7/1993	6/13/1995
45166.15070009	HAND TROWEL ASSEMBLY	Expired	23568316	5479675	3/1/1995	1/2/1996
45166.15070010	MIXER BLADE	Expired	D067489	D403920	3/10/1997	1/12/1999
45166.15070011	GROUT FLOAT HANDLE	Expired	D091512	D426134	7/31/1998	6/6/2000
45166.15070012	KNEEPAD	Expired	D144654	D456955	7/9/2001	6/7/2002
45166.15070013	TILE GROUTING SYSTEM BUCKET	Expired	D164686	D470285	7/30/2002	2/11/2003
45166.15070014	ROLLER FOR TILE GROUTING SYSTEM BUCKET	Expired	D164681	D479025	7/30/2002	8/26/2003
45166.15070015	TILE LEVELING SYSTEM	Halted				
45166.15070019	Tile nippers	Halted				
45166.17070017	Improved Toilet Seal Ring	Issued	15/953,911	10,626,590	4/16/2018	4/21/2020
45166.18070020	Water Fixture Gasket	Issued	29/673,437	0888,206	12/14/2018	6/23/2020
45166.20070023	Improved Tile Leveling System	Issued	17/208,240	11,697,942	3/22/2021	7/11/2023
45166.20070024	Improved Tile Leveling System	New				
45166.22070025	Tile Spacing Apparatus and Method	Pending	18/232,478		8/10/2023	

## ASSIGNMENT OF TRADEMARK

Pursuant to that certain Asset Purchase Agreement dated September 14, 2023, the undersigned Trademark owner hereby assigns all right, title, and interest in the registered Trademarks and pending applications for trademark registration identified in the chart below and all associated goodwill to:

Marshalltown Company  
104 S. 8<sup>th</sup> Avenue  
Marshalltown, Iowa 50158

Trademark being assigned:

Mark	Status	Filing Date	Application No.	Registration Number	Date Issued
SET N SEAL	Registered	12/12/2018	88/227,273	5,864,348	09/17/2019
BARWALT	Registered	02/27/1995	74/638,797	1,979,431	06/11/1996
PUSH 'N' SET	Pending	08/17/2023	98/137,635	Pending	Pending

The effective date of this assignment is September 18, 2023.

**Barwalt, Inc.**, an Idaho corporation, d/b/a Barwalt Tool Company

  
By Walter Pytlewski, its CEO