

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8227920

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JASON C. SHEASLEY	08/21/2023
RECEIVING PARTY DATA	
Name:	UNDERGROUND INDUSTRIES LLC
Street Address:	350 MASSACHUSETTS AVE, SUITE 400
City:	INDIANAPOLIS
State/Country:	INDIANA
Postal Code:	46204
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	18161320
Application Number:	18460160
Application Number:	18460108
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<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:	617-570-1000
Email:	CMcKenna@goodwinlaw.com, Isolis@goodwinlaw.com, us-patentbos@goodwinlaw.com
Correspondent Name:	GOODWIN PROCTER LLP - PATENT ADMINISTRATOR
Address Line 1:	100 NORTHERN AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02210
ATTORNEY DOCKET NUMBER:	UGI-001 UGI-001C1/C2
NAME OF SUBMITTER:	CHRISTOPHER JAMES MCKENNA
SIGNATURE:	/Christopher J. McKenna/
DATE SIGNED:	10/18/2023
Total Attachments: 2	
source=Sheasley IP Assignment Fully Executed#page1.tif	
source=Sheasley IP Assignment Fully Executed#page2.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Agreement is entered as of August 21, 2023, between Jason C. Sheasley, having an address at 1087 Burns Road, Muncy, PA 17756 (the "Assignor"), and Underground Industries, LLC, an Indiana limited liability company ("Assignee").

1. Definition of "Developed IP". "Developed IP" means all intellectual property rights and contractual rights created under, or arising from development by Assignor of any component of or contribution to the intellectual property subject to Application No. 18/161,320, originally filed with the USPTO on January 30, 2023 (as amended) and any applications or patents to which such application claim priority or that claim priority thereto, including any provisional, continuation, divisional, continuation-in-part, reissue, reexamination, and similar applications, as well as all foreign counterparts to any of the foregoing.

2. Assignment. The Assignor hereby assigns to the Assignee, on a quit claim basis, all of Assignor's right, title, and interest throughout the world, choate or inchoate, in the Developed IP, including the right to sue third parties for past infringement.

3. Consideration. The Assignor has received equity interests in the Assignee in consideration of the assignment to it of the Developed IP and for the other agreements of Assignor hereunder. The Assignor and the Assignee acknowledge and agree that such equity interests would not be issued to the Assignor without the assignment of the Developed IP and other agreements hereunder.

4. Further Assurances; Moral Rights; Competition; Marketing. Assignor agrees to assist the Assignee in any and all attempts to obtain patents, copyrights, and/or trademarks or other intellectual property protection on any work Developed IP and agrees to execute all documents necessary to obtain such rights in the name of or to transfer such rights to the Assignee. If, because of Assignor's mental or physical incapacity or for any other reason whatsoever, the Assignee is unable to secure Assignor's signature to apply for or pursue any patents, copyrights, or other protection for any invention assigned to the Assignee under this Agreement or otherwise, Assignor irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact to act for Assignor and on Assignor's behalf and stead to file any applications and to do all other lawfully-permitted acts to further the prosecution and issuance of any patents, copyrights, or other protections with the same legal force and effect as if executed by Assignee.

5. Confidential Information. The Assignor will not use or disclose anything assigned to the Assignee hereunder or any other technical or business information or plans of the Assignee, except to the extent any such information or material (i) is or becomes known to the public other than by breach of this Section, or (ii) is rightfully received by Assignor from a third party without the obligation of confidentiality.

6. Warranty. The Assignor represents and warrants to the Assignee that the Assignor: (i) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Developed IP or agreed to do so; and (ii) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 2.

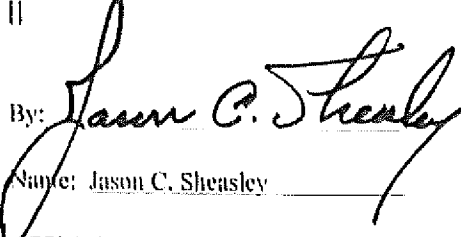
7. Governing Law. This Agreement shall be governed in accordance with the internal laws of the state of Indiana without reference to principles of conflicts of laws.

8. Miscellaneous. This Agreement is not assignable or transferable by either party without the prior written consent of the other party and any attempt to do so shall be void; provided, however, that nothing in this Agreement limits Assignee's rights to assign or license all or any portion of the Developed IP. The terms and provisions hereof shall inure to the benefit of and be binding upon each party and their respective successors and assigns. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power, or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

ASSIGNOR

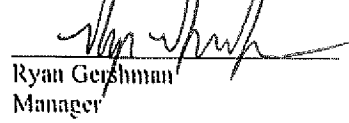
II

By: 

Name: Jason C. Sheasley

ASSIGNEE

Underground Industries, LLC


Ryan Gershman
Manager