

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8285690

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELIM A DENT, LLC	11/17/2023
RECEIVING PARTY DATA	
Name:	ANSON PDR, L.L.C.
Street Address:	5600 HIGHPOINT PARKWAY
City:	BURLESON
State/Country:	TEXAS
Postal Code:	76028
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9212793
Patent Number:	9109769
CORRESPONDENCE DATA	
Fax Number:	(512)853-8801
<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:	5128538800
Email:	thall@intprop.com
Correspondent Name:	KOWERT, HOOD, MUNYON, RANKIN & GOETZEL, PC
Address Line 1:	1120 SOUTH CAPITAL OF TEXAS HIGHWAY
Address Line 2:	BUILDING 2, SUITE 300
Address Line 4:	AUSTIN, TEXAS 78746
ATTORNEY DOCKET NUMBER:	6815-00000
NAME OF SUBMITTER:	GARETH M. SAMPSON
SIGNATURE:	/Gareth M. Sampson/
DATE SIGNED:	11/20/2023
Total Attachments: 7	
source=IP Assignment - Elim A Dent - Anson - Executed#page1.tif	
source=IP Assignment - Elim A Dent - Anson - Executed#page2.tif	
source=IP Assignment - Elim A Dent - Anson - Executed#page3.tif	
source=IP Assignment - Elim A Dent - Anson - Executed#page4.tif	

source=IP Assignment - Elim A Dent - Anson - Executed#page5.tif

source=IP Assignment - Elim A Dent - Anson - Executed#page6.tif

source=IP Assignment - Elim A Dent - Anson - Executed#page7.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THE STATE OF TEXAS §
 §
COUNTIES OF WILLIAMSON §
AND TRAVIS §

This **INTELLECTUAL PROPERTY ASSIGNMENT** (“**IP Assignment**”), dated effective as of November 17, 2023 (the “**Effective Date**”), is executed by and between Elim A Dent, LLC d/b/a Dented and Elimadent, a Texas limited liability company, whose principal place of business is 651 US-183 #335-71, Leander, TX 78641, referred to herein as “**Assignor**” in favor of Anson PDR, L.L.C. d/b/a Dead Dent Tools, a Texas limited liability company, whose principal place of business is 5600 Highpoint Parkway, Burluson, TX 76028, referred to herein as the “**Assignee**” pursuant to certain Asset Purchase Agreement, having a Closing Date as of the Effective Date (the “**Purchase Agreement**”). Any capitalized term used but not defined herein shall have the meaning given to it in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, 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, the Official Public Records of the County Clerk of Williamson and Travis Counties, Texas, the Secretary of State of the State of Texas and any corresponding entities or agencies in any applicable jurisdictions (the “**Corresponding Agencies**”).

NOW THEREFORE, in consideration of the receipt of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, inclusive of all consideration noted in the Purchase Agreement, which is herein incorporated by reference, the receipt and sufficiency of which is acknowledged, in hand paid by Assignee to Assignor, the Parties agree as follows:

1. Assignment. Assignor hereby SELLS, ASSIGNS, TRANSFERS, CONVEYS, SETS OVER AND DELIVERS unto Assignee, its heirs, personal representatives, successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned IP**”):

- (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) the patents set forth on Schedule 2 hereto and all issuances, any divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”), subject to a reversionary interest in Assignor, as specified in

Section 5.13 of the Employment Agreement with James Lee, signed contemporaneously herewith and as provided therein, this right of reversion shall immediately cease upon Assignee's full and final payment under the Note (as defined in the Purchase Agreement) and the Company shall own all right, title and interest in and to the Patents without any encumbrance thereon;

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

(d) 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 (nothing herein shall affect the Royalty Fee payable as set forth in the Royalty Agreement attached as Exhibit B to the Employment Agreement with James Lee).

2. Recordation and Further Actions. Assignor hereby authorizes Assignee to record and register this IP Assignment with the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of the Corresponding Agencies to record and register this IP Assignment. 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 Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, 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 Purchase Agreement 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement 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 Texas, without giving effect to any choice or conflict of law principle.

Signature Page Follows

IN WITNESS WHEREOF, Assignor has executed this IP Assignment on the date set forth below to be effective as of 12:01 a.m. Central Time on the day following the Effective Date.

ASSIGNOR:


**ELIM A DENT, LLC d/b/a DENTED AND
ELIMADENT**

By: 
James Lee, Manager/Director

STATE OF TEXAS §

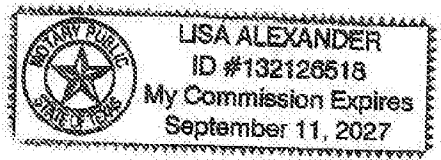
§
COUNTY OF Williamson §

Sworn to and subscribed to before me on 11/15 2023, by James Lee, acting in his capacity as Manager and Director of Elim A Dent, LLC d/b/a Dented and Elimadent.

Notary Public in and for the State of Texas 

Printed Name: Lisa Alexander

Commission Expires: Sept 11, 2027



ASSIGNEE:

ANSON PDR, L.L.C. d/b/a DEAD DENT TOOLS

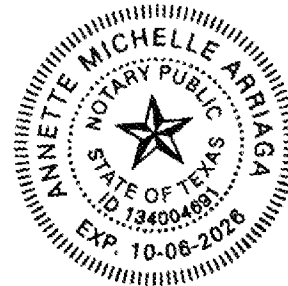
By: Christina Seckinger
Christina Seckinger, CEO/President

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

Sworn to and subscribed to before me on NOV. 17th 2023, by Christina Seckinger, acting in her capacity as CEO and President of Anson PDR, L.L.C. d/b/a Dead Dent Tools.

Notary Public in and for the State of Texas

Annette M Arriaga
Printed Name: Annette M Arriaga
Commission Expires: 10/06/2026



Assignor Signature Page to IP Assignment

SCHEDULE 1
ASSIGNED TRADEMARKS

Word Mark	Serial Number	Registration Number	Registration Date
ELIM A DENT	85001507	3972804	June 7, 2011

SCHEDULE 2

ASSIGNED PATENTS

Applicant Name	Inventor Name	U.S. Patent Number	Date of Patent
James Lee	James Lee	9,212,793	December 15, 2015
James Lee	James Lee	9,109,769	August 18, 2015

Schedule 2 to IP Assignment