

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8286037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEW DRAIN COMPANY LLC	09/18/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RECTORSEAL, LLC
<b>Street Address:</b>	2601 SPENWICK DRIVE
<b>City:</b>	HOUSTON
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77055
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10370840
Patent Number:	10370841
Patent Number:	10378196
Patent Number:	11118340
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(713)893-6076
<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>	
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<b>ATTORNEY DOCKET NUMBER:</b>	REC05100+
<b>NAME OF SUBMITTER:</b>	JOHN WILSON JONES
<b>SIGNATURE:</b>	/John Wilson Jones/
<b>DATE SIGNED:</b>	11/20/2023
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this “*Assignment*”) is made and delivered as of September 18, 2023, by New Drain Company LLC, a Washington limited liability company formerly known as The Drain Company, LLC (“*Seller*”), in favor of RectorSeal, LLC, a Delaware limited liability company (the “*Buyer*”). The Buyer 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 Donald Huber, are parties to that certain Asset Purchase Agreement, dated as of February 21, 2020 (as amended, modified or supplemented from time to time, the “*Agreement*”), pursuant to which the Buyer agreed to purchase and acquire from Seller, and Seller agreed to sell, transfer, convey, assign and deliver to the Buyer 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 Buyer 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 Buyer, 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 Buyer 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 Buyer as assignee of the entire right, title and interest therein or otherwise as Buyer may direct, in accordance with this Assignment. Additionally, as promptly as possible following the Closing but in any event within five days thereafter, Seller will, at its sole cost and expense, execute and deliver

such other documents and take such other actions as may be necessary to reflect on the records of the United States Patent and Trademark Office that immediately prior to the Closing the Patents were owned by Seller under the name "New Drain Company LLC." Seller further agrees, upon reasonable request and at Buyer'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 the Buyer, 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 the Buyer 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.

NEW DRAIN COMPANY LLC

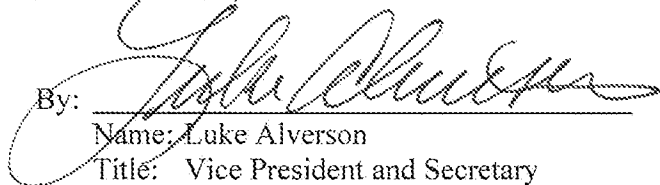
By:   
Name: Donald Huber  
Title: Manager

*[Signature Page to Patent Assignment]*

**PATENT**  
**REEL: 065618 FRAME: 0504**

Acknowledged by:

RECTORSEAL, LLC

By:   
Name: Luke Alverson  
Title: Vice President and Secretary

*[Acknowledgement to Patent Assignment]*

**EXHIBIT A**  
**Patents and Patent Applications**

Case No.	Title of Invention:	Country:	Status:	Application No.	Confirmation No.	Filing Date:	Patent No:	Date Issued:
DRNCO.001A	DRAIN AND DRAIN LEVELING MECHANISM	US	Issued	14/795407	4558	07/09/15	10370840	08/06/19
DRNCO.001CA	DRAIN AND DRAIN LEVELING MECHANISM	CA	Pending	2952977		12/19/16		
DRNCO.001P1	DRAIN AND DRAIN LEVELING MECHANISM	US	Issued	15/403975	8911	04/11/17	10370841	08/06/19
DRNCO.001P2	DRAIN AND DRAIN LEVELING MECHANISM	US	Issued	15/593858	8559	05/12/17	10378196	08/13/19
DRNCO.001P2C1	DRAIN AND DRAIN LEVELING MECHANISM	US	Issued	16/503030	8551	07/03/19	11,118,340 B2	09/14/2021
DRNCO.001P2CA	DRAIN AND DRAIN LEVELING MECHANISM	CA	Issued	2997150		03/02/18	2,997,150	08/25/2020

[Exhibit A to Patent Assignment]

PATENT

REEL: 065618 FRAME: 0506

RECORDED: 11/20/2023