

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
H.R.T II, LLC	09/15/2023
RECEIVING PARTY DATA	
Name:	ASW TECHNOLOGIES, LLC
Street Address:	3375 GILCHRIST RD
City:	MOGADORE
State/Country:	OHIO
Postal Code:	44260
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9321393
CORRESPONDENCE DATA	
Fax Number:	
<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:	2167364239
Email:	dfrisina@bdblawn.com
Correspondent Name:	DOMINIC FRISINA
Address Line 1:	1375 E. 9TH STREET, SUITE 1700
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	78209.0010
NAME OF SUBMITTER:	DOMINIC A. FRISINA
SIGNATURE:	/Dominic A. Frisina/
DATE SIGNED:	11/28/2023
Total Attachments: 2	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Agreement"), effective as of 9/15/2023 (the "Effective Date"), is by and between H.R.T. II, LLC, an Ohio limited liability company ("Assignor") and ASW Technologies, LLC, an Ohio limited liability company ("Assignee") (collectively, the "Parties," or each, individually, a "Party").

WHEREAS, Assignor, possesses certain invention(s) (the Invention(s));

WHEREAS, Assignee, wishes to acquire all rights, title, and interest in the Invention(s) and any and all patent or patent applications therefor both in the United States and abroad;

NOW THEREFORE, the parties agree as follows:

1. Intellectual Property Identification. The Invention(s) subject to this Agreement is that which is contained in U.S. Patent No. 9,321,393 entitled LOAD SECURING WALL SYSTEM filed on March 13, 2013 and granted on April 26, 2016.

2. Assignment. Assignor acknowledges receipt and adequacy of good and valuable consideration in exchange for this Assignment, and by this instrument does hereby assign to Assignee and its assignees and successors in interest, the full and exclusive right, title and interest to the invention(s) described in paragraph one (1) above, including all related trade secrets and know-how, regardless of patentability, in the United States of America and all foreign countries including, without limitation, rights to any and all patents, patent applications, continuing applications, continuation-in-part applications, divisional, re-examinations, and reissues; and, applications filed under the Paris Convention, the Patent Cooperation Treaty, and/or the national law of any foreign nation including any patents that may issue or have issued therefrom. This Assignment includes the assignment of the right to recover for past infringements of, or liabilities for, any of the rights related to the Intellectual Property and/or any and all applications or patents resulting therefrom anywhere in the world. Furthermore, Assignor hereby requests that the Commissioner for Patents and Trademarks issue any Letters Patent of the United States of America to, and in the name of, Assignee; and, requests that any official of any country or countries foreign to the United States, whose duty it is to issue or grant patents, utility model registrations, or inventor's certificate, issue the same to, and in the name of, Assignee.

3. Cooperation. Assignor covenants and agrees to cooperate with Assignee and execute all instruments or documents requested by Assignee for the making and prosecution of any applications of any type for patent in the United States and/or any foreign countries including, but not limited to, the following: provisional, continuation, continuation-in-part, divisional, renewal or substitute, reissue, re-examination, or extension. Assignor covenants and agrees to cooperate with Assignee in any litigation regarding the invention, patents or patent applications regarding the invention, including testifying for the benefit of Assignee without further or other compensation than that provided under this Assignment.

4. Warranties of Assignor. Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) The invention, patent, and/or patent application are free of any liens, security interests, encumbrances or licenses;
- (c) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. **Attorneys' Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

7. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

8. **Severability.** If any term, provision, covenant, warranty, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

9. **Choice of Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Ohio without regard to the principles of conflicts of laws.

IN WITNESS WHEREOF, the Assignor executes this Agreement as follows.

H.R.T. II, LLC as ASSIGNOR:

Howard Ridgeway (Signature)
By Howard Ridgeway
Principal of H.R.T. II, LLC

9/15/23 (Date)

ASW Technologies, LLC as ASSIGNEE:

George Hand (Signature)
By George Hand
Executive Vice President & CFO of ASW Technologies, LLC

9/15/23 (Date)