PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8313454

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COLUMBIA STEEL CAST PRODUCTS LLC	11/08/2023

RECEIVING PARTY DATA

Name:	COLUMBIA IP HOLDCO, LLC
Street Address:	280 W. MAPLE RD.
Internal Address:	SUITE 305
City:	BIRMINGHAM
State/Country:	MICHIGAN
Postal Code:	48009

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7155895
Patent Number:	8112912
Patent Number:	D610771
Patent Number:	9482315
Patent Number:	10788101
Patent Number:	9816585

CORRESPONDENCE DATA

Fax Number:

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.

Email: ipdocket@h2law.com

Correspondent Name: HOWARD & HOWARD ATTORNEYS PLLC

Address Line 1: 450 WEST 4TH STREET

Address Line 4: ROYAL OAK, MICHIGAN 48067

NAME OF SUBMITTER:	DANIEL R. CHOJNOWSKI	
SIGNATURE:	/Daniel R. Chojnowski/	
DATE SIGNED:	12/06/2023	

Total Attachments: 6

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INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY BILL OF SALE AND ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 6th, 2023, is made by COLUMBIA STEEL CAST PRODUCTS LLC, a Delaware limited liability company ("Seller"), in favor of COLUMBIA IP HOLDCO, LLC, a Michigan limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to that certain Intellectual Property Asset Purchase Agreement between Buyer and Seller, dated of even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):
 - (a) the patents set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
 - (b) the trademark registrations set forth on Schedule 2 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;
 - (c) the assets set forth on Schedule 3 hereto;
 - (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (e) 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; and
 - (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions.</u> Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and

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register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

- 3. <u>Terms of the Asset Purchase Agreement</u>. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
- 4. <u>Counterparts</u>. 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. <u>Successors and Assigns</u>. 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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AGREED TO AND ACCEPTED:

COLUMBIA IP HOLDCO, LLC,

a Michigan limited liability company

By:

Tim Flannery

Its:

Authorized Representative

ACKNOWLEDGMENT

STATE OF MICHIGAN

))SS.

COUNTY OF MAY LANCH

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On this A day of November, 2023, before me personally appeared Tim Flannery, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that they executed the same in their authorized capacity as the Authorized Representative of Columbia IP Holdco, LLC, a Michigan limited liability company, and acknowledged the instrument to be their free act and deed/the free act and deed of Columbia IP Holdco, LLC for the uses and purposes mentioned in the instrument.

Notary Public Printed Name:

My Commission Expires: 17101 14

OLIVIA CHAPMAN

NOTARY PUBLIC - STATE OF MICHIGAN

COUNTY OF MACOMB

My Commission Expires JULY 1, 2029

Acting in the County of 100 PM

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

COLUMBIA STEEL CAST PRODUCTS LLC,

a Delaware limited liability company

By:

Christopher Sydenham

Its:

Chief Executive Officer

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF COLLIER

On this 2 day of November, 2023, before me personally appeared Christopher Sydenham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that they executed the same in their authorized capacity as the Chief Executive Officer of Columbia Steel Cast Products LLC, a Delaware limited liability company, and acknowledged the instrument to be their free act and deed/the free act and deed of Columbia Steel Cast Products LLC for the uses and purposes mentioned in the instrument_

Motory Public / Printed Name: AARON KRZYSIK

My Commission Expires: 06

Notary Public State of Florida Asron Krzysik My Commission HH 363081 Expires 6/9/2027

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SCHEDULE 1

ASSIGNED PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Coupling Link	United States	US 7,155,895	January 2, 2007
Dump Block With Improved Assembly Features	United States	US 8,112,912	February 14, 2012
Portion Of A Dump Block	United States	US D610,771	February 23, 2010
Stud End Link	United States	US 9,482,315	November 1, 2016
Link With Swivel Ball Bushing Rotatable In Opposing Directions	United States	US 10,788,101	September 29, 2020
Repair Link For Twist Link And Other Chain Types	United States	US 9,816,585	November 14, 2017

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SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Columbia Chain	United States	7047049	May 9, 2023
Columbia Rigging	United States	7047075	May 9, 2023
Columbia Chain & Rigging	United States	6830961	August 30, 2022

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RECORDED: 12/06/2023

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