

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8377579

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HALLWOOD MODULAR BUILDINGS, LLC	01/08/2024
RECEIVING PARTY DATA	
Name:	WILLIAMS SCOTSMAN, INC.
Street Address:	901 SOUTH BOND STREET
Internal Address:	SUITE 600
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21231
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	8997409
Patent Number:	8438791
Application Number:	61376132
Application Number:	63413387
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:	414-297-5740
Email:	ipdocketing@foley.com
Correspondent Name:	FOLEY & LARDNER LLP
Address Line 1:	3000 K STREET, N.W.
Address Line 2:	SUITE 600
Address Line 4:	WASHINGTON, D.C. 20007
ATTORNEY DOCKET NUMBER:	123172-2050
NAME OF SUBMITTER:	KEN DINH
SIGNATURE:	/KEN DINH/
DATE SIGNED:	01/11/2024
Total Attachments: 4	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of January 7, 2024 (“Effective Date”), is made by Hallwood Modular Buildings, LLC, a Louisiana limited liability company, (“Assignor”), in favor of Williams Scotsman, Inc., a Maryland corporation, (“Assignee”). The Assignor and Assignee collectively referred to in this IP Assignment as the “Parties.”

WHEREAS on March 29, 2023, Assignee acquired 100% membership interest in Assignor;

WHEREAS the Board of Directors of Assignor has elected to liquidate and dissolve Assignor, and has adopted a Plan of Liquidation dated January 8, 2024 under which assets of Assignor are to be assigned to Assignee;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all provisionals, non-provisionals, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof, along with all rights of priority created by the applications under any treaty relating thereto (the “Patents”);

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

(c) 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

(d) 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, 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. 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.

4. 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.

5. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be executed by their duly authorized representatives as of the Effective Date.

HALLWOOD MODULAR BUILDINGS, LLC

By Samantha Bishop

Name: Samantha Bishop

Title: January 8, 2024

AGREED TO AND ACCEPTED:

WILLIAMS SCOTSMAN, INC.

By Samantha Bishop

Name: Samanatha Bishop

Title: January 8, 2024

SCHEDULE 1
ASSIGNED PATENTS

Title	Jurisdiction	App. No.	Filing Date	Patent No.	Issue Date
Coupling Device for Forming a Protective Building System	USA	13/894,391	5/14/2013	8,997,409	04/07/2015
Coupling Device for Forming a Protective Building System	USA	13/216,058	8/23/2011	8,438,791	5/14/2013
Coupling Device for Forming a Protective Building System	USA	61/376,132	8/23/2010		
Blast Resistant Door	USA	63/413387	10/5/2022		