

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT114670

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
McWane, Inc.	01/26/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Hultec Acquisition, LLC
<b>Street Address:</b>	1300 East Berry Street
<b>City:</b>	Fort Worth
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	76119
<b>PROPERTY NUMBERS Total: 21</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10328631
Patent Number:	10288199
Patent Number:	10436359
Patent Number:	10663095
Patent Number:	10619779
Patent Number:	11112043
Application Number:	17495234
Patent Number:	D840515
Patent Number:	D834690
Patent Number:	D846095
Patent Number:	D857859
Patent Number:	D846096
Patent Number:	D852335
Patent Number:	D852336
Patent Number:	D852935
Patent Number:	D846097
Patent Number:	D846098
Patent Number:	D1001980
Patent Number:	D1001981
Patent Number:	10596751

PATENT

Property Type	Number
Patent Number:	11105446

**CORRESPONDENCE DATA**

**Fax Number:** 8178780501

*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.*

**Phone:** 8178780500

**Email:** tallen@whitakerchalk.com

**Correspondent Name:** Charles D. Gunter Jr.

**Address Line 1:** 301 Commerce Street, Suite 3500

**Address Line 4:** Fort Worth, TEXAS 76102

**ATTORNEY DOCKET NUMBER:** 20470.00606

**NAME OF SUBMITTER:** Teresa Allen

**SIGNATURE:** Teresa Allen

**DATE SIGNED:** 02/08/2024

**Total Attachments: 9**

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## IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this “**Agreement**”), dated as of January 26, 2024 (the “**Closing Date**”), is entered into among McWane, Inc., a Delaware corporation (“**McWane**”), Ransom International, LLC, a Delaware limited liability company (“**Ransom**”, and together with McWane, the “**Sellers**”), and Hultec Acquisition, LLC, a Delaware limited liability company (“**Buyer**” and together with the Sellers, each a “**Party**” and collectively the “**Parties**”).

### RECITALS

A. The Parties entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the Closing Date, pursuant to which, among other things, (i) the Sellers sold, assigned, transferred, conveyed, and delivered to Buyer, and Buyer purchased from each Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of such Seller’s right, title, and interest in, to, and under the Intellectual Property Assets that are included in the Purchased Assets pursuant to the terms of the Purchase Agreement (the “**Purchased IP Assets**”) and (ii) the applicable Seller sold, assigned, transferred, conveyed, and delivered to Buyer, and Buyer purchased and assumed from such Seller, the Intellectual Property Licenses that are included in the Purchased Assets pursuant to the terms of the Purchase Agreement (the “**Purchased IP Licenses**”).

B. The Parties are entering into this Agreement in order to evidence (i) the sale, assignment, transfer, conveyance, and delivery of each Seller’s right, title, and interest in, to, and under the Purchased IP Assets and the Purchased IP Licenses by such Seller to Buyer and (ii) the assumption of the Purchased IP Licenses by Buyer from the applicable Seller.

### AGREEMENT

The Parties, intending to be legally bound, hereby agree as follows:

1. Subject to the terms of the Purchase Agreement, including Section 2.07 of the Purchase Agreement, each Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases from each Seller, free and clear of any Encumbrances other than Permitted Encumbrances, all of such Seller’s right, title, and interest in, to, and under all of the Purchased IP Assets.

2. Subject to the terms of the Purchase Agreement, including Section 2.07 of the Purchase Agreement, the applicable Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases and assumes from such Seller, the Purchased IP Licenses.

3. Each Seller hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office or the United States Copyright Office, as applicable, to record the assignment of any trademarks and trade names, whether registered or not, set forth on Exhibit A, and any works susceptible to copyright set forth on Exhibit A, of such Seller to, and for the sole use and benefit of, Buyer, its successors, assigns, nominees, and legal representatives. Each Seller hereby agrees that a copy of this Agreement is deemed a full legal and formal equivalent of any assignment, consent to file, or similar document

that is required in any country in proof of the right of Buyer or its nominee to claim the benefit of the right of priority provided by any applicable international convention.

4. This Agreement is entered into pursuant to the Purchase Agreement and is subject to its terms. Nothing in this Agreement impairs or expands any of the Parties' representations, warranties, covenants, agreements, or indemnities set forth in the Purchase Agreement, none of which are superseded by this Agreement, and all of which remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

5. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

6. This Agreement shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

7. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS **Section 7**.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.


9. Capitalized terms used, but not defined, in this Agreement have the meanings given to such terms in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Closing Date by their respective officers thereunto duly authorized.

**SELLERS:**

**McWane, Inc.**

By:   
Name: Kirk Petty  
Title: Senior Vice President &  
Chief Financial Officer

**Ransom International, LLC**

By:   
Name: Kirk Petty  
Title: Vice President

*[Signature Page to IP Assignment Agreement]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Closing Date by their respective officers thereunto duly authorized.

**SELLERS:**

**McWane, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Ransom International, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**Hultec Acquisition, LLC**

By: DocuSigned by: Tom Ross  
Name: 49C97E7F01FC42D Tom Ross  
Title: President and Chief Executive Officer

**Exhibit A**

**Purchased IP Assets**

i. Patents:

<b>Title</b>	<b>Country</b>	<b>Status</b>	<b>Ser. No.</b>	<b>Filing Date</b>	<b>Pat. No.</b>	<b>Issue Date</b>	<b>Inventors</b>	<b>Owners</b>
Apparatus and Mandrel-Assisted Method for Forming a Plastic Pipe Socket Containing a Restrained Gasket	U.S.	Granted	14/870,169	Sep-30-2015	10,328,631	Jun-25-2019	Daniel A. Copeland	McWane Global, McWane, Inc.
Pipe Joint Gasket and Method of Making Same	Mexico	Granted	MX/a/2015/015863	May-16-2014	366531	Jul-12-2019	Daniel A. Copeland	McWane Global, McWane, Inc.
Restrained Plastic Pipe Joint and Method of Making Same	U.S.	Granted	15/151,932	May-11-2016	10,288,199	May-14-2019	Daniel A. Copeland	McWane Global, McWane, Inc.
Restrained Plastic Pipe Joint and Method of Making Same	U.S.	Granted	15/263,543	Sep-13-2016	10,436,359	Oct-08-2019	Daniel A. Copeland	McWane Global, McWane, Inc.
Restrained Gasket for Plastic Pipes	U.S.	Granted	15/683,057	Aug-22-2017	10,663,095	May-26-2020	Daniel A. Copeland, Michael C. Keel	McWane Global, McWane, Inc.
Restrained Plastic Pipe Joint and Method of Making Same	Canada	Granted	3,023,953	May-11-2017	3,023,953	Mar-16-2021	Daniel A. Copeland	McWane, Inc.
Restrained Plastic Pipe Joint and Method of Making Same	Mexico	Granted	MX/a/2018/013879	May-11-2017	401817	Apr-17-2023	Daniel A. Copeland	McWane, Inc.
Restrained Gasket for Plastic Pipes	U.S.	Granted	16/263,857	Jan-31-2019	10,619,779	Apr-14-2020	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Restrained Gasket for Plastic Pipes	Canada	Granted	3,036,588	Oct-25-2017	3,036,588	Jan-03-2023	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Restrained Gasket for Plastic Pipes	Mexico	Pending	MX/a/2019/002822	Oct-25-2017			Daniel A. Copeland,	McWane, Inc.



							Michael C. Keel	
Restrained Gasket for Plastic Pipes	U.S.	Granted	16/789,921	Feb-13-2020	11,112,043	Sep-07-2021	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Pipe Joint Gasket and Method of Using Same	U.S.	Pending <sup>2</sup>	17/495,234	Oct-06-2021			Daniel A. Copeland	McWane, Inc.
Restrained Gasket for Plastic Pipes	Canada	Pending	3,179,121	Oct-14-2022			Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Restrained Plastic Pipe Joint and Method of Making Same	Mexico	Pending	MX/a/2022/013073	Oct-18-2022			Daniel A. Copeland	McWane, Inc.
Gasket Locking Segment Having Multiple Spigot Tooth	U.S.	Granted	29/607,900	Jun-16-2017	D840,515	Feb-12-2019	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Gasket Locking Segment Having Single Spigot Tooth	U.S.	Granted	29/607,895	Jun-16-2017	D834,690	Nov-27-2018	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/610,414	Jul-12-2017	D846,095	Apr-16-2019	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Inner Surface of Restrained Gasket	U.S.	Granted	29/610,412	Jul-12-2017	D857,859	Aug-27-2019	Daniel A. Copeland, Michael C. Keel	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/618,092	Sep-19-2017	D846,096	Apr-16-2019	Daniel A. Copeland	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/618,093	Sep-19-2017	D852,335	Jun-25-2019	Daniel A. Copeland	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/618,096	Sep-19-2017	D852,336	Jun-25-2019	Daniel A. Copeland	McWane, Inc.

<sup>2</sup> USPTO Notice of Allowance and Fees Due, dated November 7, 2023, states application is allowed for issuance as a patent.

Restrained Gasket	U.S.	Granted	29/618,091	Sep-19-2017	D852,935	Jul-02-2019	Daniel A. Copeland	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/618,094	Sep-19-2017	D846,097	Apr-16-2019	Daniel A. Copeland	McWane, Inc.
Restrained Gasket	U.S.	Granted	29/618,095	Sep-19-2017	D846,098	Apr-16-2019	Daniel A. Copeland	McWane, Inc.
Gasket Segment	U.S.	Granted	29/801,157	Jul-27-2021	D1001980	Oct-17-2023	Daniel A. Copeland	McWane, Inc.
Gasket Segment	U.S.	Granted	29/801,158	Jul-27-2021	D1001981	Oct-17-2023	Daniel A. Copeland	McWane, Inc.
Method of Manufacturing Bell Socketed Plastic Pipes	U.S.	Granted	14/817,923	Aug-04-2015	10,596,751	Mar-24-2020	Daniel A. Copeland	McWane, Inc.
Reinforced Plastic Pipe Bell and Method of Making Same	U.S.	Granted	16/527,364	Jul-31-2019	11,105,446	Aug-31-2021	Daniel A. Copeland, Charles Stirling Snow	McWane, Inc.

ii. Trademarks:

- a. U.S. Registered Trademark: "RIEBERLOK"; Registration Number: 5392649; Registration Date: January 30, 2018; Registrant: Ransom.

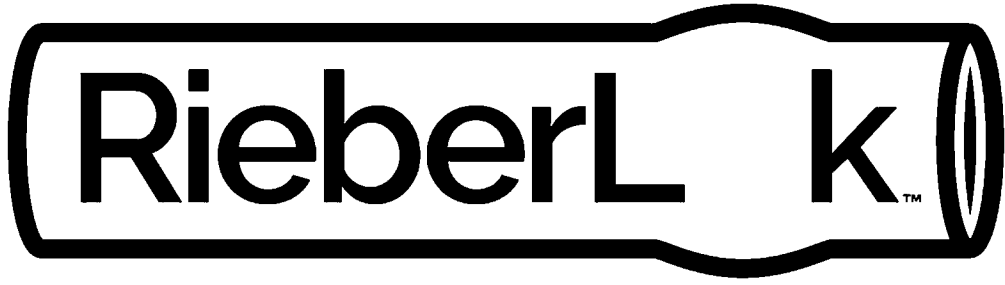
iii. Domain Names:

- a. [www.rieberlok.com](http://www.rieberlok.com)

iv. Logos:



a.



b.