

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI54148

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Execution Date
Brandon Lawrence	07/12/2023

RECEIVING PARTY DATA

Company Name:	Amesbury Industries, Inc.
Street Address:	3600 Minnesota Drive
Internal Address:	Suite 800
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55435

PROPERTY NUMBERS Total: 32

Property Type	Number
Application Number:	11110172
Application Number:	11136066
Application Number:	11274540
Application Number:	11522165
Application Number:	11599129
Application Number:	11094898
Application Number:	10728318
Application Number:	12647008
Application Number:	12683464
Application Number:	13479456
Application Number:	14836237
Application Number:	12010828
Application Number:	13669524
Application Number:	13803749
Application Number:	13803937
Application Number:	13803997
Application Number:	13804060
Application Number:	14740905

PATENT

Property Type	Number
Application Number:	14136659
Application Number:	14165741
Application Number:	14228443
Application Number:	14535819
Application Number:	15681488
Application Number:	15355788
Application Number:	15482094
Application Number:	16681313
Application Number:	16541666
Application Number:	16681327
Application Number:	16684688
Application Number:	17660847
Application Number:	17657964
Application Number:	18315980

CORRESPONDENCE DATA

Fax Number: 6123051414

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: 6123051400

Email: bjttm@dewittllp.com

Correspondent Name: Ms. Rachel E Gagliardi

Address Line 1: DeWitt LLP

Address Line 2: 901 Marquette Avenue, Suite 2100

Address Line 4: Minneapolis, MINNESOTA 55402-3713

ATTORNEY DOCKET NUMBER: 0074300.0001

NAME OF SUBMITTER: Rachel Gagliardi

SIGNATURE: Rachel Gagliardi

DATE SIGNED: 02/27/2024

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of the 12th day of July 2023, is made and entered into by and between Brandon Lawrence, an individual residing in the State of North Carolina (“Assignor”), and Amesbury Industries, Inc., a Delaware corporation (“Assignee”).

RECITALS

WHEREAS, Assignor is and historically has been an employee of Barry G. Lawrence, Inc. (d/b/a “Lawrence Industries”), a North Carolina corporation (the “Company”) and has contributed to the development of certain Work Product (as defined below) for or on behalf of the Company;

WHEREAS, this Assignment is required to be delivered at the closing of the transactions contemplated by that certain Stock Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), by and among Barry G. Lawrence, Melissa H. Lawrence (together, “Sellers”), and Assignee, pursuant to which Assignee will acquire 100% of the issued and outstanding capital stock of the Company from the Sellers;

WHEREAS, Assignee would not enter into the Purchase Agreement but for the execution and delivery of this Assignment by Assignor; and

WHEREAS, Assignor and Assignee each wish to enter into this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including but not limited to future or continued employment or engagement to provide services, as the case may be, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Ownership of Work Product. Assignor hereby assigns all of Assignor’s right, title, and interest throughout the world, if any, in and to all Work Product (as defined below), including all Intellectual Property Rights (as defined below) therein to Assignee. For the purposes of this Agreement: (a) “Work Product” means all writings, technology, ideas, concepts, inventions, discoveries, processes, techniques, methods, research, proposals, and materials, and all other work product of any nature whatsoever, that have been or are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by or on behalf of Assignor solely or jointly with the Assignee or others (i) in the course of employment or performing the Assignor’s services or other work for Assignee or (ii) at any time based on, derived from, or otherwise using the Assignee’s proprietary or confidential information or assets, materials or other resources and all printed, physical, and electronic copies and other tangible embodiments of any of the foregoing; and (b) “Intellectual Property Rights” means any and all rights arising in the United States or any other jurisdiction throughout the world in and to (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship

(whether copyrightable or not), including but not limited to molds, casts, drawings, plans, computer programs, files, mask works, and rights in data and databases, and all moral and economic rights of Assignor (iv) trade secrets, know-how, and other confidential or proprietary information, and (v) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world, including, but not limited to, all patent applications, granted patents, trademarks, copyrights, and any other intellectual property assets listed in Exhibit A or otherwise. Notwithstanding the foregoing, Intellectual Property Rights shall not include, and Assignor does not hereby convey, transfer, or assign to Assignee, any right, title, or interest in the patent application filed by the Assignor on November 21, 2022 for a system and method for manufacturing closure mechanism components by CNC Machining, U.S. Patent Ser. No. 18/057,513.

2. **Work for Hire; Assignment.** Assignor acknowledges and agrees that any and all Work Product that may qualify as “work made for hire” as defined in the Copyright Act of 1976 (17 U.S.C. § 101) has been and is hereby deemed “work made for hire” for the Company and all copyrights therein shall automatically and immediately vest in the Company. To the extent that any Work Product does not constitute “work made for hire,” Assignor has assigned and hereby irrevocably assigns (including, if applicable, nunc pro tunc) to the Assignee and its successors and assigns, for no additional consideration, Assignor’s entire right, title, and interest in and to such Work Product and all Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world.

3. **Derivative Works.** Assignor acknowledges that Assignee has the right to create and hereby does own derivative works using the Work Product.

4. **Amendment.** This Assignment may not be amended unless the amendment is in writing and signed by the parties hereto.

5. **Governing Law.** This Assignment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without reference to any jurisdiction’s principles of conflicts of laws to the contrary.

6. **Counterparts.** This Assignment may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, both of which when taken together shall constitute one and the same document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

"ASSIGNOR"

By: 

Printed: Brandon Lawrence

"ASSIGNEE"

AMESBURY INDUSTRIES, INC.

By: _____

Printed: Robert Burns

Title: President

[Signature Page to Intellectual Property Assignment – Brandon Lawrence]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first set forth above.

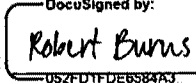
“ASSIGNOR”

By: _____

Printed: Brandon Lawrence

“ASSIGNEE”

AMESBURY INDUSTRIES, INC.

By:  _____
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Printed: Robert Burns

Title: President

[Signature Page to Intellectual Property Assignment – Brandon Lawrence]

Exhibit A

Patent Title	Patent App. No.	Patent Reg. No.	Patent Issue Date or Filing Date	Inventor	Status
CASEMENT WINDOW LATCH ASSEMBLY	11/110,172	7,237,811	07/03/2007	Barry G. Lawrence	Registered
SECURITY LOCK FOR A SASH TYPE WINDOW	11/136,066	7,322,620	01/29/2008	Barry G. Lawrence	Registered
TILT LATCH	11/274,540	7,520,541	04/21/2009	Barry G. Lawrence	Registered
WINDOW SECURITY LOCK	11/522,165	7,588,271	09/15/2009	Barry G. Lawrence	Registered
TILT LATCH	11/599,129	7,658,035	02/09/2010	Barry G. Lawrence	Registered
CASEMENT WINDOW LOCK	11/094,898	7,441,811	10/28/2008	Barry G. Lawrence	Registered
LOCKING WINDOW DEVICE	10/72,318	7,000,957	02/21/2006	Barry G. Lawrence	Registered
TILT LATCH	12/647,008	8,186,102	05/29/2012	Barry G. Lawrence	Registered
FRAMED WINDOW SCREEN AND CONNECTOR	12/683,464	8,028,489	10/04/2011	Barry G. Lawrence	Registered
TILT WINDOW LATCH METHOD	13/479,456	9,163,437	10/20/2015	Barry G. Lawrence	Registered
TILT WINDOW LATCH METHOD	14/836,237	9,745,784	08/29/2017	Barry G. Lawrence	Registered
SECURITY LOCK FOR A SASH TYPE WINDOW	12/010,828	7,922,223	04/12/2011	Barry G. Lawrence	Registered
WINDOW VENT LATCH SHEATH AND METHOD	13/669,524	8,776,441	07/15/2014	Barry G. Lawrence	Registered
WINDOW VENT STOP AND METHOD	13/803,749	8,806,809	08/19/2014	Barry G. Lawrence	Registered
WINDOW VENT LATCH SHEATH AND METHOD	13/803,937	8,776,442	07/15/2014	Barry G. Lawrence	Registered
WINDOW FRAME AND METHOD	13/803,997	9,316,043	04/19/2016	Barry G. Lawrence	Registered
WINDOW SASH PIVOT BAR AND METHOD	13/804,060	9,097,061	08/04/2015	Barry G. Lawrence	Registered

Patent Title	Patent App. No.	Patent Reg. No.	Patent Issue Date or Filing Date	Inventor	Status
WINDOW SASH PIVOT BAR AND METHOD	14/740,905	9,435,150	09/06/2016	Barry G. Lawrence	Registered
WINDOW LOCK WITH HIDDEN FASTENERS AND METHOD	14/136,659	9,341,006	05/17/2016	Barry G. Lawrence	Registered
WINDOW SASH AUTOLOCK AND METHOD	14/165,741	9,617,765	04/11/2017	Barry G. Lawrence	Registered
WINDOW HARDWARE ANCHOR	14/228,443	9,057,393	06/16/2015	Barry G. Lawrence	Registered
HOUSING PROTRUSION	14/535,819	9,650,818	05/16/2017	Barry G. Lawrence	Registered
WINDOW LOCK WITH ADJUSTABLE REINFORCEMENT MEMBERS	15/681,488	10,738,516	08/11/2020	Barry G. Lawrence	Registered
JAMB ADJUSTER	15/355,788	10,352,089	07/16/2019	Barry G. Lawrence	Registered
HOUSING PROTRUSION	15/482,094	10,190,343	01/29/2019	Barry G. Lawrence	Registered
WINDOW OPENING CONTROL DEVICE	16/681,313	11,156,024	10/26/2021	Barry G. Lawrence	Registered
MODIFIED TILT LATCH BOLT	16/541,666	11,512,500	11/29/2022	Barry G. Lawrence	Registered
THREADED PIVOT BAR AND METHOD	16/681,327	11,549,293	01/10/2023	Barry G. Lawrence	Registered
REMOVABLE WINDOW VENT STOP	16/684,688	11,180,942	11/23/2021	Barry G. Lawrence	Registered
SECURITY LOCK FOR SASH WINDOW	17/660,847	N/A	04/27/2022	Barry G. Lawrence	Application Filed
DRAINAGE DEVICE	17/657,964	N/A	04/05/2022	Barry G. Lawrence	Application Filed
REMOVABLE WINDOW CONTROL DEVICE	18/315,980	N/A	05/11/2023	Barry G. Lawrence	Application Filed

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