

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI78882

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Specification Products, Inc.	01/03/2024
RECEIVING PARTY DATA	
Company Name:	E5 Incorporated
Street Address:	1718 Pleasant Street
City:	Noblesville
State/Country:	INDIANA
Postal Code:	46060
PROPERTY NUMBERS Total: 11	
Property Type	Number
Application Number:	62761064
Application Number:	62761393
Application Number:	62765597
Application Number:	16501232
Application Number:	17569269
Application Number:	18114214
Application Number:	18231634
Application Number:	16602272
Application Number:	16501311
Application Number:	63396118
Application Number:	18196675
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:	3179666835
Email:	docket@rsindy.com,mark@rsindy.com
Correspondent Name:	Mark Reichel
Address Line 1:	6151 Central Avenue
Address Line 4:	Indianapolis, INDIANA 46220

ATTORNEY DOCKET NUMBER:	SP to E5
NAME OF SUBMITTER:	Mark Reichel
SIGNATURE:	Mark Reichel
DATE SIGNED:	03/07/2024
Total Attachments: 4 source=SignedAssignmentSPtoE5#page1.tif source=SignedAssignmentSPtoE5#page2.tif source=SignedAssignmentSPtoE5#page3.tif source=SignedAssignmentSPtoE5#page4.tif	

PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (the "Assignment") is entered into as of this 3rd day of January, 2024 (the "Effective Date") by and between and Specification Products, Inc., a corporation having an address at 1718 Pleasant Street, Noblesville, IN 46060 ("SP"), and E5 Incorporated, a corporation having an address at 1718 Pleasant Street, Noblesville, IN 46060 ("E5"). SP and E5 may be referred to herein as a "Party" or collectively referred to herein as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Patents and/or Patent Applications. SP hereby irrevocably assigns, transfers, and conveys to E5 all of its respective right, title, and interest in, to, and under the invention(s) and patent applications set forth in Exhibit A and hereby incorporated by reference herein, including, without limitation, (i) all inventions and improvements disclosed therein, (ii) all letters patent or similar legal protection granted therefor in the United States, its territorial possessions, and in all foreign countries, unions, or regions, (iii) all continuations, divisions, continuations-in-part, substitutions, reissues, renewals, substitutes, and extensions thereof and applications therefor, in the United States and its territorial possessions and in all foreign countries, unions, or regions, (iv) any and all patents and patent applications that claim priority to any of the foregoing, (v) any and all rights to claim priority to any of said patent applications referenced herein in all territories, whether now in existence or exhausted, and (vi) all rights to enforce including, but not limited to, the right to sue and collect damages for any past or future infringements throughout the world (the "Assigned Patents"). This Assignment may have multiple effective dates, such as being a confirmatory assignment for any filings that predate the Execution Date, so to confirm the full assignment of rights from SP to E5 and has a retroactive effect to commence as of at least the filing dates for all of the Assigned Patents that were filed prior to the Effective Date including, without limitation, the patent applications identified herein filed prior to the Effective Date. Upon execution of the present Assignment, the full assignment of rights from SP to E5 in the Assigned Patents is confirmed as of at least the filing dates for each of the Assigned Patents, and E5 is considered the sole and exclusive owner of the Assigned Patents.

2. Assignment of Trademarks and/or Trademark Applications. SP hereby assigns to E5 all of SP's right, title and interest in, to and under the trademarks listed in Exhibit B, including all rights associated with the trademark registrations, together with the goodwill of the business associated with or symbolized by the trademarks, the registrations, and any and all common law rights in the trademarks owned by SP, including, but not limited to, the right to sue and collect damages for any past or future infringements of the trademarks (the "Assigned Trademarks").

3. Filing and Recording Instruments of Transfer. E5, at its sole discretion, shall make all filings with the requisite intellectual property offices in order to confirm, effectuate, or record this Assignment of the Assigned Patents and the Assigned Trademarks to E5 granted

herein. E5 shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in E5, as a matter of public record, all of the Assigned Patents and the Assigned Trademarks.

4. Appointment. SP hereby constitutes and appoints E5, and its successors and assigns, the true and lawful attorney or attorneys in fact of SP, with the full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that E5, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Patents, and to defend and compromise any and all actions, suits, or proceedings, in respect to any of the foregoing, and generally to do any and all such acts and things in relation thereto as E5, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. SP declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by SP.

5. Authorization. SP hereby authorizes E5 or its patent and trademark agents or attorneys to insert, above, the jurisdictions, application numbers, filing dates, and any other indicia identifying the applications or inventions when such information is available for the purpose of recording this assignment.

6. Miscellaneous. This Assignment shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one in the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

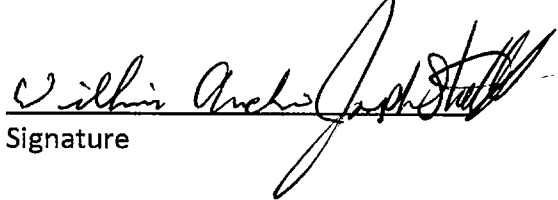
IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

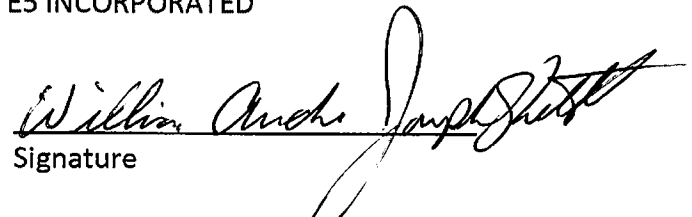
"SP"

"E5"

SPECIFICATION PRODUCTS, INC.

E5 INCORPORATED


Signature


Signature

William Archie Joseph Shetterley, CEO

William Archie Joseph Shetterley, CEO

EXHIBIT A

Patent Matters:

Ref. No.	Jurisdiction	Application No	Filing Date
R2023-SP1-US (SP)	United States	62/761,064	3/9/2018
R2023-SP1-US-02 (SP)	United States	62/761,393	3/22/2018
R2023-SP1-US-03 (SP)	United States	62/765,597	9/1/2018
R2023-SP1-US-04 (SP)	United States	16/501,232	3/8/2019
R2023-SP1-US1-CON1 (SP)	United States	17/569,269	1/5/2022
R2023-SP1-US1-CON2 (SP)	United States	18/114,214	2/24/2023
R2023-SP1-US1-CIP (SP)	United States	18/231,634	8/8/2023
R2023-SP1-PCT (SP)	WIPO	PCT/US2019/000009	3/8/2019
R2023-SP1-AU (SP)	Australia	2019232570	3/8/2019
R2023-SP1-EP (SP)	Europe	19764841.3	3/8/2019
R2023-SP1-IN (SP)	India	2020 17043947	8/10/2020
R2023-SP1-JP (SP)	Japan	2020-570392	3/8/2019
R2023-SP1-NZ (SP)	New Zealand	767828	9/9/2020
R2023-SP1-KR (SP)	South Korea	10-2020-7029228	3/8/2019
R2023-SP1-VN (SP)	Vietnam	1-2020-05796	10/9/2020
R2023-SP1.1-CA (SP)	Canada	3172454	9/2/2022
R2023-SP2-US (SP)	United States	16/602,272	9/3/2019
R2023-SP2-PCT (SP)	WIPO	PCT/US2019/000043	9/3/2019
R2023-SP2-AU (SP)	Australia	2019330229	9/3/2019
R2023-SP2-EP (SP)	Europe	19853955.3	9/3/2019
R2023-SP2-IN (SP)	India	2021 27008274	2/26/2021
R2023-SP2-JP (SP)	Japan	2021-537026	9/3/2019
R2023-SP2-NZ (SP)	New Zealand	773224	2/23/2021
R2023-SP2-KR (SP)	South Korea	10-2021-7009125	9/3/2019
R2023-SP2-VN (SP)	Vietnam	1-2021-01573	9/3/2019
R2023-SP3-US (SP)	United States	16/501,311	3/22/2019
R2023-SP3-PCT (SP)	WIPO	PCT/US2019/000013	3/22/2019
R2023-SP3-BR (SP)	Brazil	11-2020-019084	3/22/2019
R2023-SP3-EP (SP)	Europe	19771108.8	3/22/2019
R2023-SP3-IN (SP)	India	2020 17046106	10/22/2020
R2023-SP3-JP (SP)	Japan	2021-500779	3/22/2019
R2023-SP3-KR (SP)	South Korea	10-2020-7030512	3/22/2019
R2023-SP3-VN (SP)	Vietnam	1-2020-06059	3/22/2019
R2023-SP5-US (SP)	US	63/242,489	9/9/2021
R2023-SP5-PCT (SP)	WIPO	PCT/US2022/049466	11/9/2022
R2023-SP6-US (SP)	United States	63/396,118	8/8/2022
R2023-SP7-US (SP)	United States	18/196,675	5/12/2023

EXHIBIT B

Trademark Matters:

Mark	Serial No.	Filing Date	Registration No.
CEMBINDER	97892725	4/17/2023	NA
INTERNAL CURE	90153767	9/2/2020	6557119
LIQUID FLY ASH	90153717	9/2/2020	6557118
E5 (AND DESIGN)	88767487	1/21/2020	6203887
THE JUICE ALL YOU NEED	87235024	11/13/2016	5514566
SLABDESIGN	87235018	11/13/2016	5514565
RCS	87235010	11/13/2016	5376558
HYPROCRETE	87235014	11/13/2016	5362713
BLENDMAX	87235012	11/13/2016	5362712
ELEMENT FIVE THE COMPLETE CONCRETE SLAB SYSTEM (AND DESIGN)	86618479	5/4/2016	4904167