

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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Assignment ID: PATI142186

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	Scott D. Landes	03/05/2021
RECEIVING PARTY DATA		
Company Name:	Repnet Inc. d/b/a Rhino Marking & Protection Systems	
Street Address:	4200 West Old Shakopee Road	
Internal Address:	Suite 103	
City:	Bloomington	
State/Country:	MINNESOTA	
Postal Code:	55437	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	9611598	
Patent Number:	9469948	
Patent Number:	8397944	
Patent Number:	7025016	
Patent Number:	8814475	
Application Number:	17013125	
CORRESPONDENCE DATA		
Fax Number:	6152446804	
<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:	6152446380	
Email:	sarah.wills@hklaw.com	
Correspondent Name:	Mr. Jimar Sanders	
Address Line 1:	c/o Holland & Knight LLP	
Address Line 2:	633 Chestnut Street, Suite 1400	
Address Line 4:	Chattanooga, TENNESSEE 37450	
ATTORNEY DOCKET NUMBER:	833082.00005	
NAME OF SUBMITTER:	SARAH WILLS	
SIGNATURE:	SARAH WILLS	
DATE SIGNED:	04/03/2024	

PATENT

Total Attachments: 7

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PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into on the 5th day of March (the "Effective Date") by and between the following parties:

Assignors: 1. Scott D. Landes ("Seller")
9641 Xylon Avenue South
Bloomington, MN 55438

2. Doug Tenpas
7141 France Ave South #206
Edina, MN 55435

3. Josh Stangler
105 10th Street South East
Wells, MN 56097

and

Assignee: Repnet Inc. d/b/a Rhino Marking & Protection Systems
4200 West Old Shakopee Road, Suite 103
Bloomington, MN 55437

WHEREAS Assignors is the sole and rightful owner of certain ideas, inventions, patent applications therefor and patents thereon (collectively, the "Patents") as set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignors and the Assignee desire to transfer Assignors' right, title, and interest in and to the Patents to Assignee according to the terms of that certain Stock Purchase Agreement of even date herewith by and between PRESCO POLYMERS OPCO, INC., a Delaware corporation; Seller and Assignee; and

WHEREAS, the Assignors and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT. The Assignors do hereby sell, assign, transfer and set over to Assignee all of Assignors' right, title, and interest in and to the Patents to Assignee for the entire term of the Patents and any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents. The right, title, and interest conveyed in this Assignment is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignors had this Assignment not been made.

The Assignors authorize United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the patent and/or patent applications as set forth in Exhibit A to Assignee as the recipient of Assignors' right, title, and interest therein.

Assignors further agree to: (a) cooperate with Assignee in the protection of the Patent rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee may lawfully and reasonably request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

2. WARRANTY. Assignors warrant that Assignors are the legal owner of all right, title, and interest in the Patents as noted in Exhibit A, that the Patents have not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW. This Assignment is governed by and is to be construed in accordance with the laws of the State of Delaware.

4. ENTIRE AGREEMENT. This Assignment constitutes the sole agreement of the parties concerning the subject matter addressed herein and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY. If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then: (a) such provision will be excluded from this Assignment; (b) the balance of the Assignment will be interpreted as if such provision were so excluded; and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignors and Assignee have executed this Agreement as of the Effective Date.

[Signatures on Following Page]

ASSIGNOR:

By: 
Name: Scott D. Landes

Date: March 5, 2021

By: _____
Name: Doug Tenpas

Date: March __, 2021

By: _____
Name: Josh Stangler

Date: March __, 2021

ASSIGNEE:

REPNET INC. D/B/A RHINO MARKING & PROTECTION SYSTEMS

By: _____
Name: Blake Lewis
Title: Vice President & Assistant Secretary

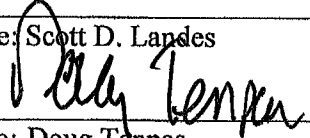
Date: March __, 2021

[Signature Page to Patent Assignment Agreement]

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By: _____
Name: Scott D. Landes

Date: March __, 2021

By:  _____
Name: Doug Tenpas

Date: March 5, 2021

By: _____
Name: Josh Stangler

Date: March __, 2021

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Name: Blake Lewis
Title: Vice President & Assistant Secretary

Date: March __, 2021

[Signature Page to Patent Assignment Agreement]

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Name: Josh Stangler

Date: March 5, 2021

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[Signature Page to Patent Assignment Agreement]

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Date: March __, 2021

By: _____
Name: Doug Tenpas

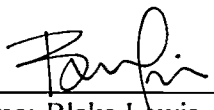
Date: March __, 2021

By: _____
Name: Josh Stangler

Date: March __, 2021

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REPNET INC. D/B/A RHINO MARKING & PROTECTION SYSTEMS

By:  _____
Name: Blake Lewis
Title: Vice President & Assistant Secretary

Date: March 5, 2021

[Signature Page to Patent Assignment Agreement]

EXHIBIT A

List of Patents

- (a) Patent No. US 9,611,598 B1, Dated April 4, 2017
Self Righting Marker Posts
Owned by Scott D. Landes
- (b) Patent No. US 9,469,948 B2, Dated October 18, 2016
Self Righting Marker Posts
Owned by Scott D. Landes
- (c) Patent No. US D525,721 S, Dated July 25, 2006
Marking Post
Owned by Seller Scott D. Landes
- (d) Patent No. US 8,397,944 B1, Dated March 19, 2013
Storage/Mailing Tube
Owned by Seller Scott D. Landes
- (e) Patent No. US 8,814,475 B1, Dated August 26, 2014
Dock Systems and Dock Fenders
Owned by Seller Scott D. Landes
- (f) Patent No. US 7,025,016 B1, Dated April 11, 2006
Anchoring Marker Post
Owned by Seller Scott D. Landes
- (g) Patent Application No.16/822,806, Filed March 18, 2020
High Durability Digitally Printed Outdoor Signage and Process
Inventors: Doug Tenpas, Josh Stangler, and Scott Landes
- (h) Patent Application No.17/013,125, Dated September 4, 2020
Visual Indicator Marker Locator
Inventor: Scott Landes