

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI156568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CCL Label, Inc.	02/29/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	American Automotive Corporation d/b/a Diamond Shield
<b>Street Address:</b>	452 Lee Road
<b>City:</b>	Rochester
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	14606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8568849
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2163485412
<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>	
<b>Phone:</b>	2163485400
<b>Email:</b>	ipmailbox@mcdonaldhopkins.com
<b>Correspondent Name:</b>	Scott M. Slaby
<b>Address Line 1:</b>	600 Superior Avenue, East, Suite 2100
<b>Address Line 4:</b>	Cleveland, OHIO 44114
<b>ATTORNEY DOCKET NUMBER:</b>	38207-00369
<b>NAME OF SUBMITTER:</b>	Danielle Mueller
<b>SIGNATURE:</b>	Danielle Mueller
<b>DATE SIGNED:</b>	04/10/2024
<b>Total Attachments: 5</b>	
source=Transfer_Agreement-Diamond_Shield-Wet_Signed_and_Notarized29Feb2024_by_CCL_and_DS_pending_patent	
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source=Transfer_Agreement-Diamond_Shield-Wet_Signed_and_Notarized29Feb2024_by_CCL_and_DS_pending_patent	

### Transfer Agreement

This Transfer Agreement (the "Agreement") is between CCL Label, Inc. d/b/a CCL Design ("CCL") and American Automotive Corporation d/b/a Diamond Shield ("Diamond Shield"). In consideration of the mutual obligations set forth in this Agreement, each party agrees to the terms and conditions below and represents that this Agreement is executed by its duly authorized representative.

Whereby CCL shall transfer all existing ownership rights in the current commercial products of Nano and Beta Fusion, satin, black, and white transportation films ("Products") to Diamond Shield, subject to the terms herein. Diamond Shield agrees to purchase all existing salable inventory held by CCL and assume all current and future warranty claim related to the Products in the transfer markets, as outlined below.

#### 1. Inventory Sale.

- 1.1 Diamond Shield agrees to purchase and take possession of all salable Product inventory related to: (i) Beta and Nano Fusion; (ii) satin and black PPF; and (iii) white transit films. If payment for the purchase of the Product inventory is made in cash within ten (10) business days of the execution of this Agreement Diamond Shield shall receive an eight percent (8%) discount. In the event payment is made after ten (10) business days but on or before thirty (30) calendar days Diamond Shield shall receive a six percent (6%) discount. Upon receipt of payment CCL shall release all Product inventory and CCL shall be responsible for shipping costs to Diamond Shield.
- 1.2 Diamond Shield agrees to sell to CCL bulk roll 60" material up to 1,500 linear feet, subject to availability at the price of Diamond Shield's cost plus 5% margin with a maximum lead time of sixty (60) days at net sixty (60) day payment terms. In the event an order for bulk roll material is made by CCL for over 1,500 linear feet, CCL shall provide at least ninety (90) days lead time with net thirty (30) day payment terms. Any orders hereunder shall ship Ex-works to the CCL designated location
- 1.3 CCL agrees that it shall continue to make customary film processing services available to Diamond Shield at a reasonable fee, including breaking down, slitting, and packaging of film master rolls, up to twelve (12) months from completed execution of this Agreement.

#### 2 Transfer of Ownership.

- 2.1 Upon execution of this Agreement, CCL hereby transfers to Diamond Shield all ownership rights in the Products including: (i) all domestic and international patents related to the Products, specifically US Pat. No. 8,568,849 (as set forth in the Assignment Exhibit), (ii) all production rights related to the Products, and (iii) all product specifications and boundary samples (collectively the "Rights"). Only the Rights held by CCL at the time of execution in the Products shall be transferred and/or assigned to Diamond Shield. For the avoidance of doubt, CCL shall retain its rights, both federal and common law, to the trademarks NANOFUSION and NANO-FIT.
- 2.2 CCL shall assign and/or transfer the Rights for the following markets: (i) automotive aftermarket, (ii) new and used automotive and truck dealerships, (iii) automotive truck and port business, (iv) automotive and truck motorsport business, (v) automotive and truck retail and wholesale business, (vi) RV manufacturers, new, and used RV dealers, and (vii) marine manufacturers, new, and used dealers ("Markets").
- 2.3 CCL shall retain rights under IP licensure back to CCL for the manufacture and marketing of the films for OEM, and OEM directed sales and electronics. This includes the rights to make, use, sell, and have made, Products that fall within the scope of the patent assigned to Diamond Shield under this Agreement.

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- 2.4 Diamond Shield agrees to assume any and all warranty claims existing at the time of execution related to the Products, that were unknown for the existing customer base transfer with this Agreement to Diamond Shield in the automotive aftermarket and dealerships not brokered through OEM contracts, automotive port business, marine, sales to dealerships through non-OEM contacts, and recreational vehicle usage. In addition, any and all future warranty claims relating to the Products will be the responsibility of Diamond Shield, excluding for films made by CCL or for CCL, which are part of the transfer. CCL certifies that all material warranties and liabilities known at the time of execution have been disclosed to Diamond Shield in writing. Other than the warranty obligations expressly set forth herein, Diamond Shield neither assumes nor is otherwise liable for any obligations, claims, or liabilities of CCL of any kind, whether known or unknown, contingent, matured, or otherwise, whether currently existing or hereafter arising (collectively, "Excluded Liabilities"), including, for the avoidance of doubt, any obligations, claims, or liabilities arising from or in connection with any circumstances, causes of action, breach, violation, default, or failure to perform by or of CCL.
- 2.5 Diamond Shield agrees that it will not sell Products under the names Nano-Fusion, or Beta-Fusion. CCL agrees that Diamond Shield shall be permitted to use the names "Nano" and "Beta" provided the word "Fusion" is not used in any capacity. Further, Diamond Shield agrees that any sales, promotions, and marketing shall be done under new branding however, Diamond Shield may use any marketing materials created and held at the time of execution provided that no new materials will be produced in violation of this Agreement.

### **3 Non-competition.**

- 3.1 Diamond Shield agrees that it will not knowingly compete with CCL by promotion or sale of the Products in the automotive OEM customer or dealer networks that are sold through automotive OEM interaction or for use with electronic devices.

### **4 Confidentiality.**

- 4.1 Each party ("Recipient") will treat, and take all reasonable and necessary steps to prevent the disclosure of, all information provided by the other party ("Discloser") that Discloser designates in writing to be confidential (or that would be understood to be confidential by a reasonable person) in the same manner as Recipient treats its own confidential information. Discloser represents and warrants that it has all necessary legal rights, title, consents and authority to disclose such confidential information to Recipient. Confidential information shall not include information that: (a) is, at the time of disclosure, available to the general public; or (b) becomes at a later date available to the general public through no fault of Recipient and then only after said later date; or (c) Recipient can demonstrate was in its possession before receipt from Discloser; or (d) Recipient can demonstrate was independently developed; or (e) is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information; or (f) Recipient becomes legally obligated by a court order to disclose to a governmental entity with jurisdiction over it, provided that Recipient will give Discloser prompt written notice to allow Recipient to seek a protective order or other appropriate remedy at Disclosers request and expense. Such notice must include, without limitation, identification of the information to be so disclosed and a copy of the order. Recipient will disclose only such information as is legally required pursuant to the order and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to Confidential Information.

### **5 Indemnification & Waiver of Consequential Damages.**

- 5.1 Diamond Shield agrees to defend, indemnify, and hold harmless CCL, its affiliates, subsidiaries, successors and assigns, and their current and former officers, directors, employees, and agents, both individually and

in their official capacities from any liability, damages, and attorneys' fees incurred due to any losses, claims, liabilities, and/or causes of action related to the Products, any warranty claims, or Rights.

- 5.2 CCL agrees to defend, indemnify, and hold harmless Diamond Shield, its affiliates, subsidiaries, successors and assigns, and their current and former officers, directors, employees, and agents, both individually and in their official capacities from any liability, damages, and attorneys' fees incurred due to any losses, claims, liabilities, and/or causes of action related to: (a) infringement, by the Products, of a third party's intellectual property rights that existed prior to the completed execution of this Agreement; (b) the Products, any warranty claims, or Rights that were known by CCL and existed prior to the completed execution of this Agreement; and (c) any Excluded Liabilities.
- 5.3 In each case, the party seeking indemnification, defense or hold harmless protections set forth shall notify the indemnitor promptly of any actual or potential losses, claims, liabilities, and/or causes of action.
- 5.4 Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- 6 Miscellaneous.
- 6.1 All notices related to this Agreement shall be in writing and delivered to the party's address specified in this Agreement.
- 6.2 Any amendments of or waivers relating to this Agreement must be in writing signed by the parties. Neither Party shall be responsible for any events or circumstances beyond its control including but not limited to war, riots, terrorism, embargoes, strikes and/or Acts of God that prevent it from meeting its obligations under this Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by that party.
- 6.3 The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement. The language of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.
- 6.4 This Agreement shall be construed and enforced according to the laws of the State of Ohio without regard to choice of law provisions, shall be binding on the Parties to this Agreement in the United States and worldwide, and shall be amended only by the written consent of both parties. Jurisdiction over and venue of any suit arising out of or related to this Agreement shall be exclusively in the state and federal courts of Cuyahoga County, Ohio.

[SIGNATURE PAGE FOLLOWS]

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By execution of this Agreement, each Party warrants that their representative whose signature appears on this signature page is duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

**CCL Label, Inc.**

17700 Foltz Parkway  
Strongsville, OH 44149

Name: PATRICK THOMAS

Title: VP GM

Date: 2/29/24

American Automotive Corporation d/b/a  
**Diamond Shield.**

452 Lee Road Rochester, NY 14606

Name: BEAU GRINGER

Title: OWNER, PRESIDENT

Date: 04/09/24

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EXHIBIT – Patent Assignment of US Pat. No. 8,568,849

In consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **CCL Label, Inc. d/b/a CCL Design**, a corporation organized and existing under the laws of the State of Michigan, and having its principal place of business at 161 Worcester Road, Framingham, Massachusetts ("Assignor"), hereby assigns and transfers to **American Automotive Corporation d/b/a Diamond Shield**, a corporation organized and existing under the laws of the State of New York, and having its principal place of business at 452 Lee Road Rochester, New York ("Assignee"), its entire right, title and interest in **US Pat. No. 8,568,849** (the "Patent"), including the right to sue for past infringement and to collect for all past, present and future damages.

Assignor agrees to execute such further documents and do such other acts, at the cost or expense of the Assignee, as may be reasonably necessary to vest full title in and to the Patent in the Assignee or which may be necessary to issue, maintain or enforce the Patent.

IN WITNESS WHEREOF, Assignor has caused this Patent Assignment to be executed by its duly authorized representative as of the date set forth below.

CCL Label, Inc. (d/b/a CCL Design)

By: \_\_\_\_\_

Printed Name: PATRICK THOMAS

Title: VP GM

ACKNOWLEDGMENT

STATE OF Ohio

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)SS.

COUNTY OF Cuyahoga

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On this 29th day of February, 2024, before me personally appeared Patrick Thomas, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the VP GM of CCL Label, Inc., and acknowledged the instrument to be the free act and deed of CCL Label, Inc. for the uses and purposes mentioned in the instrument.

Andrew Triplett

Notary Public

Printed Name: Andrew Triplett

My Commission Expires: N/A - Attorney



Andrew C. Triplett, Attorney at Law  
Resident Summit County  
Notary Public, State of Ohio  
My Commission Has No Expiration Date  
Sec 147.03 RC

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