

PATENT ASSIGNMENT COVER SHEET

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Assignment ID: PATI168665

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
OmniMax International, LLC	03/08/2024
RECEIVING PARTY DATA	
Company Name:	Alumawood Outdoor Living LLC
Street Address:	5005 Veteran's Memorial Hwy
City:	Holbrook
State/Country:	NEW YORK
Postal Code:	11741
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	16908938
Application Number:	15484921
Application Number:	12942233
Application Number:	29351581
CORRESPONDENCE DATA	
Fax Number:	3142592020
<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:	3142592000
Email:	susan.murphy@bclplaw.com
Correspondent Name:	Lindsay Schneider
Address Line 1:	211 North Broadway, Suite 3600
Address Line 4:	St. Louis, MISSOURI 63102
ATTORNEY DOCKET NUMBER:	1070318.101
NAME OF SUBMITTER:	SUSAN MURPHY
SIGNATURE:	SUSAN MURPHY
DATE SIGNED:	04/16/2024
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (the “Assignment”) is entered into and is effective as of March 8, 2024 (the “Effective Date”), by and between OmniMax International, LLC a Delaware Limited Liability Company (the “Assignor”), and Alumawood Outdoor Living LLC, a Delaware Limited Liability Company (the “Assignee”, and together with Assignor, the “Parties”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 29, 2024 (the “Asset Purchase Agreement”); and

WHEREAS, the Assignor is the owner of all worldwide right, title, and interest in, to and under the patents and patent applications set forth in Exhibit A, which is attached hereto and is incorporated by reference herein, (collectively, the “Patents”); and

WHEREAS, pursuant to the terms and subject to the conditions of the Asset Purchase Agreement, the Parties agreed that Assignor would transfer, or cause to be transferred, to Assignee the Patents (as further described herein);

NOW THEREFORE, in consideration of the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee purchases, acquires and accepts, all of Assignor’s right, title, and interest in, to and under the Patents, together with all income, royalties, damages and payments earned or accrued following the Effective Date or thereafter with respect thereto (including damages and payments for infringements or misappropriations thereof and the right to sue and recover for infringements or misappropriations thereof), free and clear of all liens.

2. After the Effective Date, at the request of the Assignee, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver to the Assignee the Patents, to perfect the Assignee’s title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Patents and to give full effect to this Assignment.

3. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Asset Purchase Agreement. Except as set forth in the Asset Purchase Agreement, Assignor hereby disclaims all representation and warranties concerning the Patents. The Parties acknowledge that this Assignment and the Asset Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement will control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Asset Purchase Agreement.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof.

6. This Assignment may be executed in the original or by facsimile or portable document (PDF) in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Assignment effective as of the Effective Date:

OMNIMAX INTERNATIONAL, LLC
("ASSIGNOR")

DocuSigned by:
By: Mary S. Cullin
Name: Mary S. Cullin
Title: Chief Financial Officer

ALUMAWOOD OUTDOOR LIVING LLC
("ASSIGNEE")

By: _____
Name: Benjamin Soule
Title: Authorized Representative

IN WITNESS WHEREOF, the Parties, by their authorized representatives, have executed this Assignment effective as of the Effective Date:

OMNIMAX INTERNATIONAL, LLC
("ASSIGNOR")

By: _____
Name: Mary S. Cullin
Title: Chief Financial Officer

ALUMAWOOD OUTDOOR LIVING LLC
("ASSIGNEE")

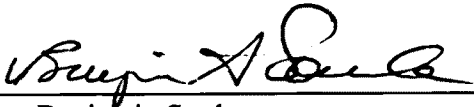
By: 
Name: Benjamin Soule
Title: Authorized Representative

Exhibit A
Patents/Patent Applications

No.	Patent/ Appl. No.	Title	Filing Date	Country
1.	16/908,938	Sealing Louvers for Roof Structures	Jun. 23, 2020	United States
2.	10,724,236 (15/484,921)	Sealing Louvers for Roof Structures	Apr. 11, 2017	United States
3.	8,950,908 (12/942,233)	Recessed Lighting Strip that Interlocks between Insulated Roof Panels	Nov. 9, 2010	United States
4.	D632,417 (29/351,581)	Recessed Lighting for Metal Patio Cover	Dec. 8, 2009	United States

Ex. A: 1