

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI221435

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLEXHEAD INDUSTRIES, INC.	03/30/2018
RECEIVING PARTY DATA	
Company Name:	Anvil International, LLC
Street Address:	Two Holland Way
City:	Exeter
State/Country:	NEW HAMPSHIRE
Postal Code:	03833
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	16687455
Application Number:	16695457
Application Number:	17701450
Application Number:	17702111
Application Number:	17702613
Application Number:	17881265
Application Number:	17881293
Application Number:	17881312
CORRESPONDENCE DATA	
Fax Number:	3127758100
<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:	3127758000
Email:	mhmpto@mcandrews-ip.com
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ATTORNEY DOCKET NUMBER:	68139US02-US09
NAME OF SUBMITTER:	Laura Foley
SIGNATURE:	Laura Foley

PATENT

DATE SIGNED:	05/09/2024
Total Attachments: 8 source=assignment-pat-045651-0257#page1.tif source=assignment-pat-045651-0257#page2.tif source=assignment-pat-045651-0257#page3.tif source=assignment-pat-045651-0257#page4.tif source=assignment-pat-045651-0257#page5.tif source=assignment-pat-045651-0257#page6.tif source=assignment-pat-045651-0257#page7.tif source=assignment-pat-045651-0257#page8.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “**Patent Assignment**”) is effective as of March 30, 2018 and is entered into between FlexHead Industries, Inc., a Massachusetts corporation (“**FlexHead**”), SprinkFLEX, LLC, a Massachusetts limited liability company (“**SprinkFLEX**” and, together with FlexHead, the “**Assignors**”), and Anvil International, LLC, a Delaware limited liability company (the “**Assignee**”). The Assignors and the Assignee are sometimes referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Assignors are the owners of the patents and patent applications set forth on Schedule A hereto (the “**Patents**”);

B. The Assignors and the Assignee are Parties to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended from time to time, the “**Purchase Agreement**”), governing, among other things, the purchase and sale of the Purchased Assets and the assignment and assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement; and

C. Pursuant to the Purchase Agreement, on the terms and subject to the conditions thereof, among other things, the Assignors have agreed to sell, assign, hypothecate, transfer and convey to the Assignee all of each Assignor’s right, title and interest in, to and under the Patents, and the Assignee has agreed to purchase, acquire, accept and assume such Patents on the terms and conditions set forth in the Purchase Agreement.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. The Assignors do hereby irrevocably sell, assign, hypothecate, transfer and convey to the Assignee, its successors and permitted assigns, and the Assignee does hereby purchase, acquire and accept from each Assignor all of each Assignor’s right, title and interest in, to and under the Patents and any continuations, continuations-in-part, divisions, reissues, reexaminations, and extensions, and foreign patents and patent applications related thereto, and any rights to file applications and receive patents thereon, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term for which the Patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Assignors if this assignment and sale had not been made; together with all claims for past and future damages by reason of infringement of the same, with the right to sue for past and future damages.

2. The Assignors hereby request the Commissioner for Patents at the U.S. Patent and Trademark Office (the “**Commissioner**”), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the

Patents, to record this Patent Assignment. The Assignors hereby further request the Commissioner and his or her non-US counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Patent Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement and is being executed and delivered pursuant to the Purchase Agreement. In the event of any conflict between this Patent Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Each of the Parties shall, at any other Party's reasonable request, execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and take such further actions as may be reasonably required to vest full title in and to the Patents in the Assignee or which may be necessary to obtain, renew, or issue the Patents, on the terms and subject to the conditions of the Purchase Agreement.

5. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment. The Parties to this Patent Assignment need not execute the same counterpart.

6. This Patent Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware. The Parties irrevocably submit to the exclusive jurisdiction of the Federal District Court located in the District of Delaware or the Delaware Chancery Court in New Castle County, Delaware, for any Action arising out of or based upon this Patent Assignment, and hereby irrevocably and unconditionally waive any objection to the laying of venue of any Action in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Action brought in any such court has been brought in an inconvenient forum.

7. This Patent Assignment may be amended, supplemented or otherwise modified only by a written instrument duly executed by the Parties. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by any Party of a breach of any provision of this Patent Assignment, whether intentional or not, shall not operate or be construed as a waiver of any subsequent breach. No delay or omission on the part of any Party in exercising any right, power, or remedy under this Patent Assignment shall operate as a waiver thereof.

8. This Patent Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Parties, which consent shall

not be unreasonably withheld or delayed. No assignment shall relieve the assigning Party of any of its obligations hereunder.

9. This Patent Assignment includes without limitation, the right to sue for past, present and future infringement of the interests assigned in this Patent Assignment and the right to collect and receive any damages, royalties, or settlement for such past, present and future infringements any and all causes of action relating thereto.

* * *

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Patent Assignment to be executed as of the date first set forth above.

ASSIGNORS:

FLEXHEAD INDUSTRIES, INC

ASSIGNEE:

ANVIL INTERNATIONAL, LLC

By: Daniel Kelly
Name: Daniel Kelly
Its: Vice President and Secretary

Address for Notices:
c/o Atkore International Inc.
16100 South Lathrop Avenue
Harvey, IL 60426
Facsimile: (708) 339-2410

By: _____
Name: _____
Its: _____

Address for Notices:

Facsimile: _____

SPRINKFLEX, LLC

By: Daniel Kelly
Name: Daniel Kelly
Its: Vice President and Secretary

Address for Notices:
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[Signature Page to Patent Assignment]

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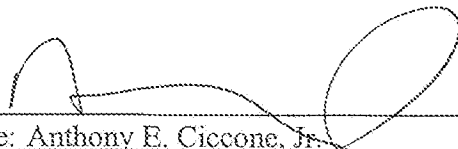
ASSIGNORS:

ASSIGNEE:

FLEXHEAD INDUSTRIES, INC

ANVIL INTERNATIONAL, LLC

By: _____
Name: Daniel Kelly
Its: Vice President and Secretary

By:  _____
Name: Anthony E. Ciccone, Jr.
Its: Vice President

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By: _____
Name: Daniel Kelly
Its: Vice President and Secretary

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Schedule A

Title		Matter Type	Country	Status	Application #	Date Filed	Patent #	Grant Date
Decorative Panel	Support	Utility (Original)	USA	Issued	10/214,925	Aug 7, 2002	6907938	Jun 21, 2005
Decorative Panel	Support	Utility (Continuation)	USA	Issued	11/125,618	May 9, 2005	7296634	Nov 20, 2007
Hub With Mechanism	Locking	Utility (Original)	USA	Issued	12/784,286	May 20, 2010	8272615	Sep 25, 2012
Hub With Mechanism	Locking	Utility (Nat Stage from PCT)	Australia	Issued	2011255527	May 19, 2011	2011255527 AU	Feb 4, 2016
Hub With Mechanism	Locking	Utility (Nat Stage from PCT)	Brazil	Published	BR112012029622-1	May 21, 2011	B2	
Hub With Mechanism	Locking	Utility (Continuation)	USA	Issued	13/566,061	Aug 3, 2012	8678330	Mar 25, 2014
Hub With Mechanism	Locking	Utility (Nat Stage from PCT)	Canada	Issued	2,800,397	May 19, 2011	2800397	Jan 2, 2018
Hat Channel For Sprinkler Assembly	Adaptor Support	Utility (Original)	USA	Issued	12/823,894	Jun 25, 2010	8740158	Jun 3, 2014
Hat Channel For Sprinkler Assembly	Adaptor Support	Utility (Nat Stage from PCT)	Australia	Issued	2011270758	Jun 24, 2011	2011270758	Nov 24, 2016
Hat Channel For Sprinkler Assembly	Adaptor Support	Utility (Nat Stage from PCT)	Canada	Issued	2,803,314	Jun 24, 2011	2803314	Jan 2, 2018
Hat Channel For Sprinkler Assembly	Adaptor Support	Utility (Divisional)	USA	Issued	14/259,225	Apr 23, 2014	9339674	May 17, 2016
Hat Channel For Sprinkler Assembly	Adaptor Support	Utility (Nat Stage from PCT)	United Kingdom	Issued	1223219.5	Jun 24, 2011	2493899B	Apr 27, 2016
Clamp For Sprinkler Support Assembly		Utility (Original)	USA	Issued	12/912,316	Oct 26, 2010	8413734	Apr 9, 2013
Clamp For Sprinkler Support Assembly		Utility (Nat Stage from PCT)	Australia	Issued	2011320825	Oct 4, 2011	2011320825	Oct 27, 2016
Clamp For Sprinkler Support Assembly		Utility (Divisional)	Australia	Pending	2016204388	Oct 4, 2011		
Clamp For Sprinkler Support Assembly		Utility (Nat Stage from PCT)	Brazil	Published	BR112013010130-0	Oct 4, 2011		
Clap For Sprinkler Support Assembly		Utility (Continuation)	USA	Issued	13/847,076	Mar 19, 2013	8851196	Oct 7, 2014
Clamp For Sprinkler Support Assembly		Utility (Nat Stage from PCT)	Canada	Issued	2,815,647	Oct 4, 2011	2815647	Jan 19, 2016
Clamp For Sprinkler Support Assembly		Utility (Nat Stage from PCT)	European Patent Office	Pending	11770618.4	Oct 4, 2011		
Clamp For Sprinkler Support Assembly		Utility (Nat Stage from PCT)	Mexico	Allowed	MX/a/2013/04528	Oct 4, 2011		
Support System For Fire Protection		Utility (Original)	USA	Issued	09/228,083	Jan 8, 1999	6119784	Sep 19, 2000

[Schedule A to Patent Assignment]

727277433 18567346
727277433 18567346
DM_US 89366673-7.102515.0011

PATENT
REEL: 067360 FRAME: 0358

Sprinklers Support System For Fire Protection Sprinklers	Utility (Original)	Taiwan R.O.C.	Issued	89100196	Jan 7, 2000	148913	May 9, 2002
Support System Attachment Mechanism For Fire Protection Sprinklers	Utility (Original)	USA	Issued	09/228,082	Jan 8, 1999	6123154	Sep 26, 2000
Fire Protection Sprinkler Head Support	Utility (Original)	USA	Issued	09/227,525	Jan 8, 1999	6488097	Dec 3, 2002
Fire Protection Sprinkler Head Support	Utility (Continuation)	USA	Issued	10/294,886	Nov 14, 2002	6752218	Jun 22, 2004
Fire Protection Sprinkler Head Support	Utility (Continuation)	USA	Issued	10/807,817	Mar 24, 2004	7032680	Apr 25, 2006
Relocatable Sprinkler Assemblage	Utility (Original)	USA	Issued	08/455,026	May 31, 1995	5570745	Nov 5, 1996
Relocatable Sprinkler Assemblage	Utility (CIP)	USA	Issued	08/743,498	Nov 4, 1996	5743337	Apr 28, 1998
Corrosion Sensing Sprinkler Shroud	Utility (Original)	USA	Issued	08/670,183	Jun 20, 1996	5649598	Jul 22, 1997
Fire-Suppression Sprinkler System And Method For Installation And Retrofit	Utility (Original)	USA	Issued	09/076,078	May 11, 1998	6076608	Jun 20, 2000
Fire-Suppression Sprinkler System And Method For Installation And Retrofit	Utility (Original)	USA	Issued	09/700,297	Jan 2, 2002	6691790	Feb 17, 2004
Decorative Support Panel	Utility (Original)	Canada	Issued	2,436,660	Aug 7, 2003	2436660	Jun 7, 2011
Conduit Hanger Adaptor	Design (Original)	USA	Pending	29/625,298	Nov 8, 2017		
Adjustable Bracket And Hub For Flexible Hose Support	Utility (Original)	USA	Issued	14/750,506	Jun 25, 2015	9889327	Feb 13, 2018
Adjustable Bracket For Flexible Hose Support	Utility (Original)	Canada	Pending	2,895,800	Jun 26, 2015		
Adjustable Bracket For Flexible Hose Support	Utility (Original)	Mexico	Pending	MX/a/2015/0 08379	Jun 25, 2015		
Adjustable Bracket And Hub For Flexible Hose Support	Utility (Continuation)	USA	Pending	15/894,094	12-Feb-15		
Sprinkler Assembly Connector For Flexible Conduit	Utility (Original)	USA	Pending	15/290,144	Oct 11, 2016		
Snap To Grid Bracket For A Sprinkler Support Assembly	Utility (Original)	USA	Pending	15/291,204	Oct 12, 2016		
Fire Sprinkler Assembly Including Adjustable Drop	Utility (Original)	USA	Pending	15/354,356	Nov 17, 2016		
Fire Sprinkler Assembly Including Adjustable Drop	Utility (Original)	Canada	Pending	2,980,444	Sep 27, 2017		

Fire Sprinkler Assembly Including Adjustable Drop Snap To Grid Bracket For A Sprinkler Support Assembly	Utility (Original)	Mexico	Pending	MX/a/2017/0 14224	Nov 6, 2017
Sprinkler Drop Bracket For Intersecting Downlight	Utility (Original)	USA	Pending	15/291,175	Oct 12, 2016
Hanging Connector For Flexible Sprinkler Conduit	Utility (Original)	USA	Allowed	15/617,389	Jun 8, 2017
Weld Outlet	Design (Original)	USA	Pending	15/644,141	Jul 7, 2017
Angled Bracket For A Fire Sprinkler Support Assembly	Utility (Original)	USA	Pending	29/625,294	Nov 8, 2017
					February 23, 2018