

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PAT1244053

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Carey Witt	05/20/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Ferguson Enterprises, LLC
<b>Street Address:</b>	751 Lakefront Commons
<b>City:</b>	Newport News
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23606
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7922916
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	5616596313
<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>	5616535000
<b>Email:</b>	ip@akerman.com
<b>Correspondent Name:</b>	Peter A. Chiabotti
<b>Address Line 1:</b>	777 S. Flagler Drive
<b>Address Line 2:</b>	Suite 1100, West Tower
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401
<b>ATTORNEY DOCKET NUMBER:</b>	00343010
<b>NAME OF SUBMITTER:</b>	EDWARD MERCIER
<b>SIGNATURE:</b>	EDWARD MERCIER
<b>DATE SIGNED:</b>	05/21/2024
<b>Total Attachments: 7</b>	
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## Patent Assignment Agreement

This Patent Assignment Agreement ("Agreement") is made and entered into as of May 20, 2024, by and among Carey Witt, an individual ("Assignor"), and Ferguson Enterprises, LLC, a Virginia limited liability company ("Assignee").

### **Recitals**

A. Assignor, as an equity holder of Southwest Geo-Solutions, Inc., and Assignee propose to enter into an Asset Purchase Agreement ("Asset Purchase Agreement") on even date herewith. To induce Assignee to enter into the Asset Purchase Agreement and as a condition precedent thereto, Assignor agreed to enter into this Agreement.

B. Now Therefore, Assignor and Assignee agree as follows:

### **Agreement**

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein and for good and valuable consideration, including that associated with the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the following, free and clear of all liens and encumbrances (collectively, "Acquired Rights"):

(a) the patents and patent applications listed in Schedule 1, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations, and renewals of any of the foregoing ("Patents"), and any other patents or patent applications from which any Patents claim a benefit or priority or that claim a benefit or priority from any Patents, and all inventions disclosed in any of the foregoing (collectively "Acquired Patents");

(b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(c) all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(d) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

3. Further Assurances. Assignor shall take such steps and actions, and provide such cooperation and assistance, to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including as may be necessary to effect, evidence, or perfect the assignment of the Acquired Rights to Assignee, or any of Assignee's successors or assigns.

4. Representations.

(a) Mutual Representations and Warranties. The parties have the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by each party has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a

legal, valid, and binding obligation of each, enforceable against each party in accordance with its terms and conditions.

(b) Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that the statements contained in this Section 4 are true and correct as of the date hereof.

(i) Authority of Assignor; Enforceability. Assignor has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions.

(ii) No Conflicts; Consents. The execution, delivery, and performance by Assignor of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation; (ii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Acquired Rights are subject; or (iii) result in the creation or imposition of any encumbrances on the Acquired Rights. No consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Agreement, or to enable Assignee to register, own, and use the Acquired Rights.

(iii) Ownership. Assignor owns all right, title, and interest in and to the Acquired Rights, free and clear of liens, security interests, and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Acquired Rights and Assignor's ownership and use thereof.

(iv) Patents and Applications. Schedule 1 contains a correct, current, and complete list of all patents and patent applications included in the Acquired Patents, specifying as to each, as applicable, the title, the record owner, the jurisdiction in which it has been issued or filed, the patent number or application serial or publication number, and the issue or application filing date. All required filings and fees related to the patents and patent applications listed on Schedule 1 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such patents and patent applications have at all times been and remain in good standing.

(v) Validity and Enforceability. The Acquired Rights are valid, subsisting, and enforceable in all applicable jurisdictions.

(vi) Legal Actions. There are no actions (including any US Patent Trial and Appeal Board proceedings) settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation of the intellectual property rights of any third party based on the use or exploitation of any Acquired Rights, (ii) challenging the validity, patentability, enforceability, issuance, or ownership of any Acquired Rights or Assignor's rights with respect thereto, or (iii) by Assignor alleging any infringement, misappropriation, or other violation by any third party of any Acquired Rights.

(vii) No Licenses or Assignments. Other than an informal license granted to Southwest Geo-Solutions, Inc., Assignor has not granted any licenses to, or assignments of, the Acquired Rights.

5. Indemnification.

(a) Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

(b) Assignor shall defend, indemnify, and hold harmless Assignee, Assignee's affiliates, and their respective shareholders, directors, officers, and employees (each, a "Assignee Indemnified Party") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "Third-Party Claim") related to any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Assignor contained in this Agreement or any document to be delivered hereunder.

(c) A Assignee Indemnified Party shall promptly notify the Assignor upon becoming aware of a Third-Party Claim with respect to which Assignor is obligated to provide indemnification under this Section 5 ("Indemnified Claim"). Assignor shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel reasonably acceptable to the Assignee Indemnified Party, and the Assignee Indemnified Party shall reasonably cooperate with Assignor in connection therewith, in each case at Assignor's sole cost and expense. The Assignee Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. Assignor shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Assignee Indemnified Party without such Assignee Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If Assignor fails or refuses to assume control of the defense of such Indemnified Claim, the Assignee Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to Assignor, in each case in such manner and on such terms as the Assignee Indemnified Party may deem appropriate. Neither the Assignee Indemnified Party's failure to perform any obligation under this Section 5(c), nor any act or omission of the Assignee Indemnified Party in the defense or settlement of any Indemnified Claim, shall relieve Assignor of its obligations under this Section 5, including with respect to any Losses, except to the extent that Assignor can demonstrate that it has been materially prejudiced as a result thereof.

6. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the assigned Acquired Rights. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Interpretation. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein

8. Entire Agreement. This Agreement, together with all related exhibits and schedules, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and Texas, without giving effect to any choice or conflict of law provision or rule (whether of Texas or any other jurisdiction).

12. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

13. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

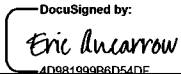
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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**IN WITNESS WHEREOF**, this Agreement has been executed and delivered on the date first above written.

**ASSIGNEE:**

**FERGUSON ENTERPRISES, LLC**

By:  \_\_\_\_\_  
Name: Eric Ancarrow  
Title: Authorized Signatory

**ASSIGNOR:**

**CAREY WITT**

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered on the date first above written.

**ASSIGNEE:**

**FERGUSON ENTERPRISES, LLC**


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

Name: Eric Ancarrow

Title: Authorized Signatory

**ASSIGNOR:**

**CAREY WITT**

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

*[Signature Page to Patent Assignment]*



**Schedule 1**

**Patents and Patent Applications**

Patent / Pub. No.	Title	App. No.	Filed	Issued
US7922916B1	Compression fit storm water curb inlet filter	US12425014	2009-05-07	2011-04-12