

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI407993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Atlas Die, LLC	05/17/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	DFC Manufacturing Group LLC
<b>Street Address:</b>	7733 Forsyth Blvd.
<b>City:</b>	St. Louis
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	63105
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13155550
<b>Application Number:</b>	13451201
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3146673633
<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>	3145526000
<b>Email:</b>	ipdocket@thompsoncoburn.com
<b>Correspondent Name:</b>	MATTHEW J. HIMICH
<b>Address Line 1:</b>	Thompson Coburn LLP
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<b>Address Line 4:</b>	St. Louis, MISSOURI 63101
<b>ATTORNEY DOCKET NUMBER:</b>	59196-237771 & 237772
<b>NAME OF SUBMITTER:</b>	Laurie Poss
<b>SIGNATURE:</b>	Laurie Poss
<b>DATE SIGNED:</b>	08/05/2024
<b>Total Attachments: 5</b>	
source=DFC _ Atlas Die - Patent Assignment Agreement#page1.tiff	
source=DFC _ Atlas Die - Patent Assignment Agreement#page2.tiff	
source=DFC _ Atlas Die - Patent Assignment Agreement#page3.tiff	
source=DFC _ Atlas Die - Patent Assignment Agreement#page4.tiff	



## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this “Assignment”) is made and entered into this 17<sup>th</sup> day of May, 2024 (the “Effective Date”), by and between DFC Manufacturing Group LLC, a Missouri limited liability company (“Buyer”), and Atlas Die, LLC, a Delaware limited liability company (“Seller”). Each of Seller and Buyer is sometimes referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein and not otherwise defined have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, Seller, Buyer, and Bernal, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the “Purchase Agreement”), pursuant to which Buyer has agreed to purchase certain assets from Seller, including the patents and patent applications set forth on Schedule A attached hereto (the “Purchased Patents”).

**NOW, THEREFORE**, pursuant to the provisions of the Purchase Agreement, and for good, valuable consideration paid by Buyer to Seller pursuant thereto, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of Purchased Patents. Seller hereby sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller’s right, title and interest in, to and under the Purchased Patents, including without limitation all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation or other violation thereof, for the use and enjoyment of Buyer’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and transfer had not been made.

2. Recordation. Seller authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar, comparable or analogous governmental authority in countries foreign to the United States to record Buyer as the owner of the Purchased Patents, and to issue any and all patents thereon to Buyer.

3. Subject to Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Purchased Patents are being transferred. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement, nor may be construed as a waiver of any of the rights or remedies of each Party as set forth therein, or arising in connection therefrom or any other instrument or document delivered by the Parties pursuant thereto. In the event of any ambiguity or conflict between the terms of this Assignment and the Purchase Agreement, the terms of the Purchase Agreement will govern and control.

4. Further Assurances. Seller shall, and shall cause its legal representatives and assigns to, upon reasonable request by Buyer and at Buyer’s sole cost and expense, undertake all lawful and commercially reasonable acts, including the execution of any documents, instruments or conveyances of any kind, reasonably necessary for effecting, perfecting, or recording the assignment to Buyer, its successors and assigns, of the Purchased Patents.

5. Governing Law; Dispute Resolution; Waiver of Jury Trial. The terms and conditions set forth in Sections 9.7, 9.8 and 9.10 of the Purchase Agreement pertaining to governing law, dispute resolution, and waiver of jury trial are hereby incorporated into this Assignment by reference.

6. Counterparts. This Assignment may be executed simultaneously in multiple counterparts, and in separate counterparts, each of which shall be deemed an original, but all of which taken together

shall constitute one and the same instrument. A signed copy of this 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 originally signed copy of this Assignment.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

**SELLER:**

**ATLAS DIE, LLC**

By: \_\_\_\_\_  
Christopher Merendino, Chief Executive Officer

**BUYER:**

**DFC MANUFACTURING GROUP LLC**

By:  \_\_\_\_\_  
A. Jason Brauer, Chief Executive Officer

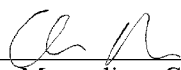
*[Signature Page to Patent Assignment Agreement]*

**PATENT**  
**REEL: 068182 FRAME: 0305**

IN WITNESS WHEREOF, the Parties have caused this Patent Assignment Agreement to be duly executed by their respective authorized representatives as of the Effective Date.

**SELLER:**

**ATLAS DIE, LLC**

By:   
Christopher Merendino, Chief Executive Officer

**BUYER:**

**DFC MANUFACTURING GROUP LLC**

By: \_\_\_\_\_  
A. Jason Brauer, Chief Executive Officer

**Schedule A**  
**Purchased Patents**

<b><u>Title</u></b>	<b><u>Country Code</u></b>	<b><u>Patent Number</u></b>	<b><u>Grant Date</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>	<b><u>Record Owner</u></b>
[EN] LIFTING DEVICE FOR STRIPPING AND BLANKING OPERATIONS (INACTIVE)	US	<u>US10279499</u>	2019-05-07	US15/351,593	2016-11-15	ATLAS DIE LLC
[EN] LIFTING DEVICE FOR STRIPPING AND BLANKING OPERATIONS	US	<u>US8266993</u>	2012-09-18	US13/155,550	2011-06-08	ATLAS DIE LLC
[EN] LIFTING DEVICE FOR STRIPPING AND BLANKING OPERATIONS	US	<u>US9492938</u>	2016-11-15	US13/451,201	2012-04-19	ATLAS DIE LLC