

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PAT1416259

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PLYMOUTH TUBE COMPANY	07/26/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	WEBCO INDUSTRIES, INC.
<b>Street Address:</b>	13301 W. HIGHWAY 51
<b>City:</b>	SAND SPRINGS
<b>State/Country:</b>	OKLAHOMA
<b>Postal Code:</b>	74063
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11305329
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	4052350439
<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>	4052359621
<b>Email:</b>	tiffany.butler@mcafeetaft.com
<b>Correspondent Name:</b>	Anthony L. Rahhal
<b>Address Line 1:</b>	8th Floor, Two Leadership Square
<b>Address Line 2:</b>	211 N. Robinson
<b>Address Line 4:</b>	Oklahoma City, OKLAHOMA 73102
<b>ATTORNEY DOCKET NUMBER:</b>	43150.32
<b>NAME OF SUBMITTER:</b>	TIFFIANY BUTLER
<b>SIGNATURE:</b>	TIFFIANY BUTLER
<b>DATE SIGNED:</b>	08/08/2024
<b>Total Attachments: 8</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”) is made as of this 26th day of July, 2024 (“Effective Date”), by and between Plymouth Tube Company, a Michigan corporation, (hereinafter referred to as “Plymouth”), and WEBCO Industries, Inc. an Oklahoma Corporation, hereinafter referred to as (“Webco”) referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, under the terms of an Intellectual Property Rights Purchase, Assignment and Support Agreement (“Purchase Agreement”)” Plymouth has conveyed, transferred, and assigned to Webco, among other assets, certain intellectual property of Plymouth, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office (“USPTO” and corresponding entities or agencies in any applicable foreign jurisdictions;

NOW THEREFORE, The Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plymouth hereby irrevocably conveys, transfers, and assigns to Webco, and Webco hereby accepts, all of Plymouth's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Exhibit A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademarks and trademark registrations and applications set forth on Exhibit B as registered with the USPTO, the trademark registrations and applications set forth on Exhibit C registered in foreign jurisdictions as stated therein, and the unregistered marks set forth in Exhibit D and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business solely connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Plymouth accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

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

(e) any and 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, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Plymouth hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable foreign jurisdictions to record and register this IP Assignment upon request by Webco. Following the date hereof, Plymouth shall take such steps and actions, and provide such cooperation and assistance to Webco 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, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Webco, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The Parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Plymouth and Webco with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

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

6. Governing Law. Plymouth and Webco and each hereby consent to personal jurisdiction and venue in any action brought with respect to this IP Assignment and the transactions contemplated hereunder in State of Oklahoma, County of Tulsa, or the jurisdiction of the United States Federal District Court for the Northern District of Oklahoma. This IP Assignment shall be governed by and construed in accordance with the law of the State of Delaware without reference to conflict of laws.

[Signature Page Follows]

IN WITNESS WHEREOF, Plymouth has duly executed and delivered this IP Assignment as of the date first above written.

Plymouth Tube Company

By: [Signature]  
Name: Pete Murray

Title: Chief Executive Officer

Address for Notices:

Plymouth Tube Company  
29W150 Warrenville, IL 60555  
Attn: Jim Japczyk  
Email: [jjapczyk@plymouth.com](mailto:jjapczyk@plymouth.com)

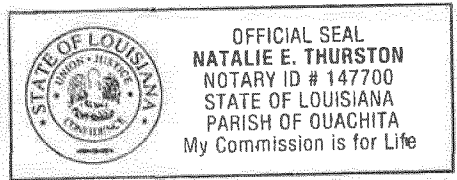
[ACKNOWLEDGMENT]

STATE OF Louisiana )  
Parish )SS.  
COUNTY OF Ouachita )

On the \_\_\_ day of July, 2024, before me personally appeared Pete Murray, 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 executed the same in his authorized capacity as the Chief Executive Officer of Plymouth Tube Company, a Michigan corporation, and acknowledged the instrument to be the free act and deed of Plymouth Tube Company for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Natalie E. Thurston

My Commission Expires: [DATE] at Death



AGREED TO AND ACCEPTED:

Webco Industries, Inc.

By: 

Name: Michael P. Howard

Title: Chief Financial Officer


Address for Notices:

WEBCO Industries, Inc.  
13301 W. Highway 51  
Sand Springs, Ok. 74063  
Attn: Michael P. Howard, Chief Financial Officer  
Email: mhoward@webcotube.com

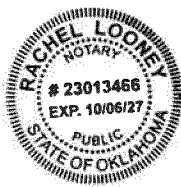
[ACKNOWLEDGMENT]

STATE OF Oklahoma )  
 )SS.  
COUNTY OF Tulsa )

On the \_\_\_ day of July, 2024, before me personally appeared Michael P. Howard, 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 executed the same in his authorized capacity as the Chief Financial Officer of WEBCO Industries, Inc., an Oklahoma corporation, and acknowledged the instrument to be the free act and deed of WEBCO Industries, Inc. for the uses and purposes mentioned in the instrument.

  
Notary Public  
Printed Name: RACHEL LOONEY

My Commission Expires: [DATE]  
10/06/2027



**EXHIBIT A**

**ASSIGNED Patent(s)**

<b>Patent No.</b>	<b>Jurisdiction</b>	<b>Patentee</b>	<b>Issue Date</b>
11,305,329	United States of America	Plymouth Tube Co.	04/19/2022

**EXHIBIT B**

**ASSIGNED United States Trademarks, Trademark Registrations and Trademark Applications**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
SEA-CURE	United States of America	1116551	04/17/1979



## EXHIBIT C

### ASSIGNED Foreign Trademarks, Trademark Registrations and Trademark Applications

Mark	Jurisdiction	Registration Number	Registration Date
SEA-CURE	Argentina	2305009	08/05/2009
SEA-CURE	Australia	714152	07/31/1996
SEA-CURE	Benelux	358777	04/26/1979
SEA-CURE	China	1129456	11/21/1997
SEA-CURE	European Union	000107037	05/14/1998
SEA-CURE	France	1523603	05/03/1979
SEA-CURE	Italy	0001257324	05/07/1979
SEA-CURE	Japan	4187281	09/11/1998
SEA-CURE	Korea	4004514820000	07/23/1999
SEA-CURE	Mexico	537829	11/28/1996
SEA-CURE	Russian Federation	385945	08/06/2009
SEA-CURE	Singapore	T9608079Z	08/02/1996
SEA-CURE	Spain	M0909291	11/20/1979
SEA-CURE	Sweden	177926	08/28/1981
SEA-CURE	Taiwan	924465	01/16/2001
SEA-CURE	United Kingdom	UK00001113395	04/27/1979

**EXHIBIT D**

**ASSIGNED Unregistered Trademarks/Logos**

**No Registration is claimed as to the following mark:**

