

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI416026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
E.P. Henry Corporation	06/21/2021
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Oldcastle APG, Inc.
<b>Street Address:</b>	400 Perimeter Center
<b>Internal Address:</b>	Terrace FL 10
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30346
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9145676
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	4709550210
<b>Email:</b>	patents@crh.com,daniel.hong@crh.com
<b>Correspondent Name:</b>	Daniel S. Hong
<b>Address Line 1:</b>	900 Ashwood Parkway Suite 600
<b>Address Line 4:</b>	Atlanta, GEORGIA 30338
<b>ATTORNEY DOCKET NUMBER:</b>	APG-USPT-81087711
<b>NAME OF SUBMITTER:</b>	Daniel Hong
<b>SIGNATURE:</b>	Daniel Hong
<b>DATE SIGNED:</b>	08/08/2024
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 5</b>	
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## PATENT ASSIGNMENT

This Patent Assignment (this “Assignment”) is entered into as of June 21, 2021 by and between E.P. HENRY CORPORATION, a New Jersey corporation, on behalf of itself and all of its affiliates (collectively, “EP Henry”), and OLDCASTLE APG, INC., a Delaware corporation (“Assignee”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Assignee, EP Henry and its Subsidiaries, and the shareholders of EP Henry have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”), pursuant to which EP Henry has agreed to sell, transfer, convey, assign and deliver to Assignee, among other assets, all of EP Henry’s right, title and interest in and to all of the patents, patent applications and inventions described in Exhibit A to this Assignment (the “Assigned Patents”); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (defined below);

NOW, THEREFORE, in consideration of the foregoing and intending to be legally bound, the Parties agree as follows:

1. Assignment. EP Henry, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, hereby sells, transfers, conveys, assigns and delivers to Assignee all of EP Henry’s right, title and interest in and to all of the Assigned Patents and any and all rights in the intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) claimed in the Assigned Patents, implicitly or explicitly; all applications that are provisional, non-provisional, design, continuation, divisional, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, inter partes review, supplemental examination or non-U.S. patent applications or applications for other rights based in whole or in part on the Assigned Patents; any and all additional patents (including, without limitation, all patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) which may be granted on or as a result thereof in the United States and any and all other countries or that disclose or claim intellectual property described in this paragraph, in whole or in part; and all claims for damages by reason of past infringement of any rights under this paragraph (including provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the full right to sue for and collect such damages and royalties for Assignee’s own use. EP Henry further assigns to and authorizes Assignee to file corresponding applications for Patents in all countries the same to be held and enjoyed by Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which Patents respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by EP Henry had this assignment, sale and transfer not been made.

2. Purchase Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend, modify, replace, change, rescind, waive, exceed, expand, enlarge, supersede or in any way affect any of the obligations, covenants, agreements, representations or warranties of EP Henry or Assignee; or (ii) expand upon or limit the respective rights, benefits, responsibilities and obligations of Assignee or EP Henry or any EP Henry Subsidiary. In the event the terms of this Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. This Agreement shall, in all respects, be construed so that none of the Assumed Obligations shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this

Agreement, as to rights or remedies that third parties would have had against Assignee or any of its Subsidiaries had this Agreement not been executed and delivered.

3. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties to the fullest extent possible.

4. Amendment and Waivers. This Assignment may be amended or waived only in a writing signed by Assignee and EP Henry. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default, and no failure or delay to enforce, or partial enforcement of, any provision of this Assignment shall operate as a waiver of such provision or of any other provision.

5. Counterparts. This Assignment may be executed and delivered in one or more counterparts, either manually or electronically (including by PDF and electronic mail), each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement. No counterpart shall be effective unless and until each Party has executed at least one counterpart.

IN WITNESS WHEREOF, each of the undersigned parties has caused this Patent Assignment to be executed and delivered as of the date first written above.

**EP HENRY:**

E.P. HENRY CORPORATION

By: Eric Y. Long  
Name: Eric Y. Long  
Its: President & Chief Operating Officer

**ASSIGNEE:**

OLDCASTLE APG, INC.

By: \_\_\_\_\_  
Name:  
Its:

*[Signature Page to Patent Assignment]*

**PATENT**  
**REEL: 068224 FRAME: 0722**

IN WITNESS WHEREOF, each of the undersigned parties has caused this Patent Assignment to be executed and delivered as of the date first written above.

**EP HENRY:**

E.P. HENRY CORPORATION:

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

Name:

Its:

**ASSIGNEE:**

**OLDCASTLE APG, INC. (Assignee)**

By: 

Name: Timothy Ortman

Title: President

**Schedule A**

Title	Country	App. No.	Filing Date	Patent No.	Issue Date
MASONRY BLOCK WITH TAPER	United	13/292,703	11/9/2011	9,145,676	9/29/2015
MASONRY BLOCK WITH TAPER	Canada	2,854,650	11/7/2012	2,854,650	9/3/2019
MASONRY BLOCK WITH TAPER	WO	PCT/US2012/063823	11/7/2012		