

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: PATI377602

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Trinity Bay Equipment Holdings, LLC	07/02/2024
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	FlexSteel Pipeline Technologies, LLC
<b>Street Address:</b>	920 Memorial City Way
<b>Internal Address:</b>	Suite 300
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77024
<b>PROPERTY NUMBERS Total: 123</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16572582
Application Number:	17003596
Application Number:	17223095
Application Number:	17072503
Application Number:	17072537
Application Number:	17145102
Application Number:	16736465
Application Number:	18083639
Application Number:	16748538
Application Number:	16930999
Application Number:	17329497
Application Number:	17588454
Application Number:	17215502
Application Number:	16998018
Application Number:	17207826
Application Number:	17000500
Application Number:	17232541
Application Number:	17072300
Application Number:	17402762

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Property Type	Number
Application Number:	16795415
Application Number:	17182314
Application Number:	17180951
Application Number:	17159235
Application Number:	16807923
Application Number:	17159250
Application Number:	16818730
Application Number:	17233607
Application Number:	16931041
Application Number:	17199885
Application Number:	17343827
Application Number:	17329429
Application Number:	17343814
Application Number:	17329398
Application Number:	16993344
Application Number:	16886503
Application Number:	17341445
Application Number:	16886525
Application Number:	17341454
Application Number:	17878110
Application Number:	18197145
Application Number:	17174403
Application Number:	17061779
Application Number:	17402692
Application Number:	17077039
Application Number:	17336388
Application Number:	17109214
Application Number:	17114610
Application Number:	17177682
Application Number:	17177706
Application Number:	17184923
Application Number:	17542782
Application Number:	17193031
Application Number:	17199770
Application Number:	17221880
Application Number:	17223135
Application Number:	17828717
Application Number:	18530408

Property Type	Number
Application Number:	17408725
Application Number:	17704132
Application Number:	18318134
Application Number:	17218141
Application Number:	18100972
Application Number:	16880068
Application Number:	17147084
Application Number:	17374574
Application Number:	18328860
Application Number:	16340307
Application Number:	16793695
Application Number:	17231787
Application Number:	18094478
Application Number:	18381226
Application Number:	12995130
Application Number:	15478380
Application Number:	16908226
Application Number:	18144315
Application Number:	17235906
Application Number:	15941606
Application Number:	16154338
Application Number:	16154559
Application Number:	13794239
Application Number:	16599485
Application Number:	17374341
Application Number:	18144318
Application Number:	15908816
Application Number:	17074826
Application Number:	18094564
Application Number:	17094017
Application Number:	16319882
Application Number:	16264905
Application Number:	16965993
Application Number:	15337110
Application Number:	15445519
Application Number:	15661753
Application Number:	15799595
Application Number:	15799615

Property Type	Number
Application Number:	13644891
Application Number:	16249609
Application Number:	17341059
Application Number:	18666969
Application Number:	16953576
Application Number:	15869586
Application Number:	15880749
Application Number:	16582326
Application Number:	17132047
Application Number:	15969463
Application Number:	15773109
Application Number:	17203083
Application Number:	17581959
Application Number:	18335483
Application Number:	16953556
Application Number:	16953595
Application Number:	17857911
Application Number:	15681451
Application Number:	17068597
Application Number:	16890416
Application Number:	17324036
Application Number:	17993011
Application Number:	18522361
Application Number:	16176086
Application Number:	16985126
Application Number:	16176139
Application Number:	16941819
Application Number:	13737816

#### **CORRESPONDENCE DATA**

**Fax Number:** 2819704503

*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.*

**Phone:** (281)970-4545

**Email:** docket@fyiplaw.com,williams@fyiplaw.com

**Correspondent Name:** Fletcher Yoder

**Address Line 1:** P.O. Box 692289

**Address Line 4:** Houston, TEXAS 77269

**ATTORNEY DOCKET NUMBER:** FLEX:0001

NAME OF SUBMITTER:	Amie Williams
SIGNATURE:	Amie Williams
DATE SIGNED:	08/05/2024
<b>Total Attachments: 5</b> source=TrinityBay-FlexSteel Merger Assignment_Executed#page1.tiff source=TrinityBay-FlexSteel Merger Assignment_Executed#page2.tiff source=TrinityBay-FlexSteel Merger Assignment_Executed#page3.tiff source=TrinityBay-FlexSteel Merger Assignment_Executed#page4.tiff source=TrinityBay-FlexSteel Merger Assignment_Executed#page5.tiff	

## INTELLECTUAL PROPERTY ASSIGNMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (this "Assignment") is made and entered into as of July 2, 2024 ("Effective Date") by and between:

Trinity Bay Equipment Holdings, LLC, a Delaware limited liability company (the "Assignor") having a principal place of business at 920 Memorial City Way, Suite 300, Houston, TX 77024 and formerly having principal place of businesses at 910 Louisiana St., Suite 4400, Houston, TX 77002 and 1201 Louisiana Street, Suite 2700, Houston, Texas 77002; and

FlexSteel Pipeline Technologies, LLC, a Delaware limited liability company (the "Assignee") having a principal place of business at 920 Memorial City Way, Suite 300, Houston, TX 77024 formerly having principal place of businesses at 910 Louisiana St., Suite 4400, Houston, TX 77002, 1201 Louisiana Street, Suite 2700, Houston, Texas 77002, 500 Dallas Street, Suite 500, Houston, Texas 77002, and 2103 Citywest Blvd., Suite 1450, Houston, Texas 77042.

**WHEREAS**, Assignor has agreed to acquisition by Assignee, and is desirous to sell all intellectual property assets to Assignee, including but not limited to those patents and patent applications listed in Exhibit A (the "Patents") and those trademarks and trademark applications listed in Exhibit B (the "Trademarks"); and

**WHEREAS**, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights in the Patents and Trademarks;

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, and other good and valuable consideration of \$1, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I ASSIGNMENT

Section 1.1 Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee all of Assignor's right, title, and interest throughout the world in and to the Patents and Trademarks, the underlying inventions claimed therein, including any provisional, non-provisional, continuation, continuation-in-part, divisional, reissue, reexamination, foreign, PCT or other patent application or like document, or any other application which claims priority to said application, in the United States and all foreign countries, together with the right of priority under any international agreements to which the United States adheres, and further, all rights and privileges pertaining to the Patents and Trademarks, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

## **ARTICLE II RECORDATION AND COOPERATION**

Section 2.1 Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and empowered officials of all other foreign jurisdictions to record the transfer of the Patents and Trademarks to Assignee, its successors, assigns and legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Patents and Trademarks.

Section 2.2 Further Assurances; Limited Power of Attorney. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are requested by Assignee in connection with (i) perfection of the rights assigned herein, including the preparation, execution, and delivery of all documentation which may be reasonably necessary to further document and record the assignment of the Patents and Trademarks made herein, (ii) the preparation and prosecution of any application, continuations, divisionals, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents and Trademarks; and (iii) the prosecution or defense of any interference, opposition, re-examination, inter partes review, post-grant review, or reissue proceeding that may arise in connection with any of the Patents and Trademarks, this Assignment or the assignment made hereby.

## **ARTICLE III MISCELLANEOUS**

Section 3.1 Entire Agreement. This Assignment contains the entire agreement between the parties hereto with respect to the transactions contemplated hereunder, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral. No waiver and no modification or amendment of any provision of this Assignment shall be effective unless specifically made in writing and duly signed by the party to be bound thereby. Nothing in this Assignment is intended to confer upon any third party any rights or remedy of any nature whatsoever hereunder or by reason of this Assignment.

Section 3.2 Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Section 3.3 Assignment, Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. For the avoidance of doubt, nothing in this Assignment will restrict in any way Assignee's ability to assign, license, transfer, pledge, or otherwise exploit any right, title, or interest in and to the Patents and Trademarks.

Section 3.4 Savings Clause. Any term or provision of this Assignment which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the

extent of such invalidity, illegality or unenforceability without rendering invalid, illegal or unenforceable the remaining terms and provisions of this Assignment or affecting the validity or enforceability of any of the terms or provisions of this Assignment in any other jurisdiction. If any provision of this Assignment is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

Section 3.5 Headings. The captions of the various articles and sections of this Assignment have been inserted only for convenience of reference and shall not be deemed to modify, explain, enlarge or restrict any of the provisions of this Assignment.

Section 3.6 Governing Law; Jurisdiction and Venue. The validity, interpretation and effect of this Assignment shall be governed exclusively by the laws of the State of Texas without regard to any conflicts of laws principles. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the federal and state courts located in the State of Texas in any action brought to enforce, or otherwise relating to, this Assignment.

**[SIGNATURE PAGES TO FOLLOW]**



IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their duly authorized officers on July 2, 2024.

**ASSIGNOR**

Trinity Bay Equipment Holdings, LLC

By: William Marsh

Name: William Marsh

Title: Vice President

Nationality: USA

)

STATE OF TEXAS

COUNTY OF Harris

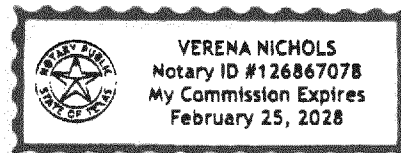
)

On July 02, 2024, before me, Verena Nichols, a Notary Public, personally appeared William Marsh, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Verena Nichols



**ASSIGNEE**

FlexSteel Pipeline Technologies, LLC

By: *[Signature]*

Name: STEPHEN TADLOCK

Title: CEO

Nationality: USA

STATE OF TEXAS )

COUNTY OF HARRIS )

On July 02, 2024, before me, Verena Nichols, a Notary Public, personally appeared Stephen Tadlock, personally known to me (or who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Verena Nichols*

