

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI514619

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/08/2023
CONVEYING PARTY DATA	
Name	Execution Date
Pileco, Inc.	09/08/2024
RECEIVING PARTY DATA	
Company Name:	Pileco Holding, Inc.
Street Address:	491 Conroe Park West Drive
City:	Conroe
State/Country:	TEXAS
Postal Code:	77303
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6619407
Patent Number:	7686098
Patent Number:	7704017
Patent Number:	4277676
Application Number:	61187810
Application Number:	61219505
Application Number:	61218323
CORRESPONDENCE DATA	
Fax Number:	8323973532
<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>	
Phone:	7139515623
Email:	ipdocket@clarkhill.com,banweiler@clarkhill.com
Correspondent Name:	John A. Tang
Address Line 1:	1000 Louisiana Street
Address Line 2:	Suite 2800
Address Line 4:	Houston, TEXAS 77002
NAME OF SUBMITTER:	BECKY ANWEILER
SIGNATURE:	BECKY ANWEILER
DATE SIGNED:	09/23/2024

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Total Attachments: 7

source=Intellectual Property Assignment Agreement (Pileco Inc to Pileco Holdings Inc)#page1.tiff

source=Intellectual Property Assignment Agreement (Pileco Inc to Pileco Holdings Inc)#page2.tiff

source=Intellectual Property Assignment Agreement (Pileco Inc to Pileco Holdings Inc)#page3.tiff

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source=Intellectual Property Assignment Agreement (Pileco Inc to Pileco Holdings Inc)#page7.tiff

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REEL: 068667 FRAME: 0284

INTELLECTUAL PROPERTY NUNC PRO TUNC ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY NUNC PRO TUNC ASSIGNMENT AGREEMENT ("IP Assignment"), is made by Pileco, Inc. ("Seller"), a Texas corporation, in favor of Pileco Holding, Inc. ("Buyer"), a Texas corporation.

WHEREAS, by a separate agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, **effective September 8, 2023** all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) the patents and patent applications set forth on Schedule 0 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

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

(e) 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

(f) 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. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. 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.

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

[SIGNATURE PAGE FOLLOWS]

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

PILECO, INC

By: 

Name: George Smith

Title: CEO

AGREED TO AND ACCEPTED:

PILECO HOLDINGS, INC.

By: 

Name: Wang Yao

Title: Director

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

Title	Jurisdiction	Patent Number	Issue Date
Air-operated hammer	US	6619407	September 26, 2003
Chain driven reciprocating hammer with work piece centering and clamping	US	7686098	March 30, 2010
Friction shaft coupling with perpendicular adjustment	US	7704017	April 27, 2010
Apparatus for measuring the fall height of a pile driver ram	US	4277676	July 7, 1981

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date
Non-Linear Spring	US	61187810	June 17, 2009
Synchronizing Hydraulic Motors	US	61219505	June 23, 2009
Double Acting Hydraulic Hammer	US	61218323	June 18, 2008

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Trademark Registrations

COUNTRY	TRADEMARK	FILED	APPL #	REG. DATE	REG #
US	D	11/9/99	75844872	5/15/01	2450721
US	D6	11/9/99	75844160	5/15/01	2450718
US	D8	11/9/99	75845707	5/15/01	2450723
US	D12	11/9/99	75844011	5/22/01	2452716
US	D19	11/9/99	75844840	10/9/01	2495559
US	D25	11/9/99	75844157	5/15/01	2450717
US	D30	11/9/99	75844058	5/15/01	2450713
US	D36	11/9/99	75844895	5/15/01	2450722
US	D46	11/9/99	75844894	5/22/01	2452719
US	D62	11/9/99	75844003	5/15/01	2450712
US	D80	11/9/99	75844826	5/15/01	2450720
US	D100	11/9/99	75844008	5/8/01	2448876
US	D225	1/24/12	85523802	5/27/14	4538243
US	D250	1/24/12	85523807	4/19/16	4941573
US	D280	1/24/12	85523812	3/24/16	4964777

COUNTRY	TRADEMARK	FILED	APPL #	REG. DATE	REG #
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US	PILECO	10/20/00	76151192	10/22/02	2638394
US	SAXIMETER	10/20/00	76151191	5/14/02	2569610

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date
Pileco, Inc. conductor drive units offshore inland waters land : Pileco caisson-type lead mod. OS-40-02 for Delmag diesel hammers D22/30-02 and D22/30-13	US	TX0000287678	June 22, 1979
Pileco, Inc. conductor drive units offshore package : Pileco caisson-type offshore lead mod. A104-02 for Delmag diesel hammers D36/46-02 and D36/46-13 D62-02 & 12	US	TX0000287679	June 22, 1979