508839805 10/29/2024

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI594907

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date	
A. & D. Prévost Inc.	10/25/2024	

#### **RECEIVING PARTY DATA**

Company Name:	16378650 Canada Inc.	
Street Address:	170 avenue de Grand-Mère	
City:	Shawinigan	
State/Country:	CANADA	
Postal Code:	G9T 2G6	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	9617733
Patent Number:	5544457

#### **CORRESPONDENCE DATA**

**Fax Number:** 5143978515

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:** (514)397-8500

Email: lauren.belouni@bcf.ca

Correspondent Name: Lauren Belouni

**Address Line 1:** 2500-1100 boulevard Rene-Levesque O.

Address Line 4: Montreal, CANADA H3B5C9

ATTORNEY DOCKET NUMBER:	111606-001
NAME OF SUBMITTER:	Lauren Belouni
SIGNATURE:	Lauren Belouni
DATE SIGNED:	10/29/2024

#### **Total Attachments: 6**

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# CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS A. & D. Prévost Inc., having its principal place of business at 305, 12e avenue, Richelieu (Québec) J3L 3T2 (the "Assignor"), owner of the trademarks listed in Schedule A of this Agreement (the "Trademarks") and the patents applications and patents listed in Schedule B of this Agreement (the "Patents").

WHEREAS 16378650 Canada Inc., having its principal place of business at 170 av. de Grand-Mère Shawinigan (Québec) G9T 2G6 (the "Assignee") is desirous of confirming, in the context of an asset purchase agreement dated October 23, 2024 between the Assignor and the Assignee (the "Purchase Agreement"), the acquisition of the entire right, title, and interest in and to the Trademarks, including, without being limited to the Trademarks, together with the goodwill attached to the goods and services in association with which the Trademarks are used as well as all rights of action accrued or to accrue under and by virtue thereof, and Patents, inclusive of any continuations or divisions thereof and all priority rights derived therefrom, for any and all countries in the world, and in and to any and all corresponding trademark and patent applications and any continuations or divisions thereof filed in any and all countries in the world, and in and to any and all trademarks and patents issuing in any and all countries of the world, to be granted.

### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- In consideration of the sum of one Canadian dollar (\$1,00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby confirms having sold, assigned and transferred to the Assignee on October 25, 2024, the entire rights, title and interests of any kind in and to the Trademarks and the rights to file applications for registration of trademarks, including, without being limited to the Trademarks, together with the goodwill attached to the goods and services in association with which the Trademarks are and have been used as well as all rights of action accrued or to accrue under and by virtue thereof, including but not limited to all rights in administrative proceedings and the right to sue and recover for past infringement or illegal use of the Trademarks, the whole without any restriction whatsoever, and Patents, inclusive of any continuations or divisions thereof and all priority rights derived therefrom, and in and to any and all corresponding trademark and patent applications and any continuations or divisions thereof filed in any and all countries in the world, and in and to any and all patents which may be granted for the trademarks and patents in any and all countries in the world, and in and to any and all reissues, substitutions, or prolongations thereof; the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term or terms for which the trademarks, patents, or reissues, substitutions or prolongations thereof may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor had no sale, assignment or transfer been made.
- 2. The Assignor hereby authorizes and requests any official whose duty it is to issue trademarks and patents to issue each and every Trademark and Patent to be granted in any

 and all countries, and each and every reissue, substitution or prolongation of such Trademark or Patent, to the Assignee, its successors and assigns.

- 3. The Assignor hereby authorizes the firm of BCF LLP whose full post office address is 1100, René-Lévesque West, Suite 2500, Montreal, Quebec, H3B 5C9, CANADA to correct clerical errors in this assignment or to insert any further identification or other information necessary or desirable to make this assignment suitable for recordal at the Canadian Intellectual Property Office or the United States Patent and Trademark Office or other Patent and Trademark offices worldwide:
- 4. This agreement may be signed in any number of counterparts, each of which is deemed to be an original and all of which taken together are deemed to constitute one and the same instrument. Each counterpart may be delivered by fax or email and a faxed or emailed copy is as effective as an original.
- 5. The Assignor agrees to execute all documents and to take all additional measures reasonably required by the Assignee to perfect the Assignee's rights in the Trademarks and Patents.
- 6. This agreement shall be governed, interpreted and enforced in accordance with the laws governing the Purchase Agreement.
- 7. The parties hereto acknowledge that they have requested and are satisfied that this agreement be drawn up in the English language. Les parties aux présentes reconnaissent avoir requis que la présente entente soit rédigée en anglais.

[Signatures page follows]

PATENT REEL: 069060 FRAME: 0383 SIGNED on October 25, 2024.

16378650 CANADA INC.

By:\_ Mexodix

Alexandra Champagne, President

**PATENT** CAN\_DMS: \1007682669

SIGNED on October 25, 2024.

A. & D. PRÉVOST INC.

v. Com Ca

Claude Cardin, Director

CAN\_DMS: \1007682669 PATENT

# Schedule A Trademarks

Trademark	Country	Application number	Filing date	Registration number	Registration date	Class
Prévost (& Dessin)	Canada	1830958	04-APR-2017	TMA1018252	27-MAR-2019	6, 40
PREVOST						
PRÉVOST ARCHITECTURAL ALUMINUM (& DESSIN)	Canada	1830974	04-APR-2017	TMA1018248	27-MAR-2019	6, 40
PREVOST ARCHITECTURAL ALUMINUM						
PRÉVOST ALUMINIUM ARCHITECTURAL (& DESSIN)	Canada	1830973	04-APR-2017	TMA1018250	27-MAR-2019	6, 40
PREVOST ALUMINIUM ARCHITECTURAL						
INVIJOINT-55	Canada	1717539	03-MAR-2015	TMA966339	21-MAR-2017	6
PRÉVOST - aluminium architectural  PREVOST - aluminium architectural	Canada	1717535	03-MAR-2015	TMA965117	08-MAR-2017	6, 40
PRÉVOST - architectural aluminium  PREVOST - architectural aluminium	Canada	1717538	03-MAR-2015	TMA965116	08-MAR-2017	6, 40
EVAC-55	Canada	1717543	03-MAR-2015	TMA966344	21-MAR-2017	6
P-55 ÉVOLUTION	Canada	1717344	02-MAR-2015	TMA966346	21-MAR-2017	6
FLEXJOINT-55	Canada	1717350	02-MAR-2015	TMA966343	21-MAR-2017	17
OTOBLOCK-55	Canada	1717345	02-MAR-2015	TMA966345	21-MAR-2017	6, 17

# Schedule B Patents

Country	Patent	Patent number	Filing date	Registration date	Status
Canada	ELEMENTS DE MUR- RIDEAU / CURTAIN WALL ELEMENTS	CA 2863016	09-SEP-2014	09-AUG-2016	Active
Canada	ISOLANT THERMIQUE A UTILISER SUR LA SEMELLE AVANT D'UN MENEAU D'UN MUR RIDEAU / THERMAL BARRIER FOR USE ON THE FRONT FLANGE OF A MULLION IN A CURTAIN WALL	CA 2249513	22-OCT-1998	22APR-1999	Expired and beyond the Period of Reversal
Canada	WINDOW WALL SYSTEM	CA 3097864	03-NOV- 2020	n/a	Application Compliant
United States	Curtain wall elements	US-9617733- B2	10-MAR- 2016	11-APR-2017	Active
United States	Bead for retaining and air sealing a windowpane and window assembly therewith	US-5544457-A	08-FEB-1995	13-AUG-1996	Expired

CAN\_DMS: \1007682669 PATENT
RECORDED: 10/29/2024 REEL: 069060 FRAME: 0387