

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI711481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Carter Day International, Inc.	12/20/2024
RECEIVING PARTY DATA	
Company Name:	Maag Gala, Inc.
Street Address:	181 Pauley Street
City:	Eagle Rock
State/Country:	VIRGINIA
Postal Code:	24085
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	17732059
Application Number:	11935678
CORRESPONDENCE DATA	
Fax Number:	3122691747
<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:	(312)269-8000
Email:	marden@nge.com,ryoung@nge.com
Correspondent Name:	William J. Lenz
Address Line 1:	2 N Lasalle Street
Address Line 2:	Suite 1700
Address Line 4:	CHICAGO, ILLINOIS 60602
ATTORNEY DOCKET NUMBER:	031533.0015
NAME OF SUBMITTER:	Rachel Young
SIGNATURE:	Rachel Young
DATE SIGNED:	01/06/2025
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Intellectual Property Assignment**”), dated as of December 20, 2024, is entered into by and between Carter Day International, Inc., a Minnesota corporation (“**Seller**”) and Maag Gala, Inc., a Virginia corporation (“**Purchaser**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement among Seller, Purchaser, and certain other related parties, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has sold, assigned, transferred, conveyed, and delivered to Purchaser, and Purchaser has purchased and accepted from Seller, among other assets, certain intellectual property assets of Seller; and

WHEREAS, Seller has agreed to execute and deliver this Intellectual Property Assignment for recording with the applicable governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office, the U.S. Copyright Office, and any other equivalent or similar governmental authority in any other jurisdiction (whether U.S. or foreign), as applicable.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. **Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, conveys, and delivers to Purchaser all of Seller's right, title, and interest in and to all of the Intellectual Property Assets, including all patents and patent applications set forth on **Schedule 1** hereto, together with all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials of any jurisdiction (whether U.S. or foreign), as applicable, to record and register this Intellectual Property Assignment upon request by Purchaser. Seller shall take all such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Intellectual Property Assets are properly assigned to Purchaser, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities relating to the Intellectual Property Assets are incorporated into this Intellectual Property Assignment by this reference. The parties to this Intellectual Property Assignment acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded by this Intellectual Property Assignment but will remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Intellectual Property Assignment, the terms of the Purchase Agreement will govern.

4. **Counterparts.** This Intellectual Property Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, email, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

5. **Successors and Assigns.** This Intellectual Property Assignment will be binding upon Seller and its successors, legal representatives, and assigns, and will inure to the benefit of Purchaser and its successors, legal representatives, and assigns.

6. **Governing Law.** This Intellectual Property 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 Intellectual Property Assignment and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

SELLER:
CARTER DAY INTERNATIONAL, INC.

PURCHASER:
MAAG GALA, INC.

DocuSigned by:
MATTHEW J. ERNST
C8E13F1E6931456
By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: Matthew Ernst
Title: Chief Executive Officer
Date: December 20, 2024

Name: Ulrich Thuerig
Title: President
Date: _____

IN WITNESS WHEREOF, Seller and Purchaser have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

SELLER:
CARTER DAY INTERNATIONAL, INC.

PURCHASER:
MAAG GALA, INC.

By: _____
(Authorized Signature)

Signed by:
By:  _____
811DC39E60CB4BC...
(Authorized Signature)

Name: _____

Name: Ulrich Thuerig

Title: _____

Title: President

Date: _____

Date: December 20, 2024

SCHEDULE 1

Patents and Patent Applications

<i>Title</i>	<i>Country</i>	<i>Application Status</i>	<i>Application Number</i>	<i>Filing Date</i>	<i>Patent Number</i>	<i>Issue Date</i>
DRYER SCREEN QUICK RELEASE LATCH	US	Pending	17/732,059	28-Apr-2022		
DRYER SCREEN QUICK RELEASE LATCH	China	Pending	117377856	14-Nov-2023		
DRYER SCREEN QUICK RELEASE LATCH	India	Pending	202317073831	30-Oct-2023		
SLURRY FLOW DIVIDER	US	Granted	11/935,678	06-Nov-2007	7,875,192	25-Jan-2011