

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM722845

| | | | |
|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kodi Klip, LLC | | 04/01/2022 | Limited Liability Company: TENNESSEE |
| RECEIVING PARTY DATA | | | |
| Name: | Dayton Superior Corporation | | |
| Street Address: | 1125 Byers Road | | |
| City: | Miamisburg | | |
| State/Country: | OHIO | | |
| Postal Code: | 45342 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3140970 | KODI KLIP | |
| Registration Number: | 3335724 | | |
| Registration Number: | 3807386 | | |
| Registration Number: | 3803489 | THE KLIP THAT GRIPS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9374436635 | | |
| <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: | 937-443-6817 | | |
| Email: | trademarks@thompsonhine.com | | |
| Correspondent Name: | Roger H. Bora | | |
| Address Line 1: | 10050 Innovation Drive, Suite 400 | | |
| Address Line 2: | Thompson Hine LLP | | |
| Address Line 4: | Dayton, OHIO 45342 | | |
| ATTORNEY DOCKET NUMBER: | 442005-098 jmb | | |
| NAME OF SUBMITTER: | Roger H. Bora | | |
| SIGNATURE: | /roger h bora/ | | |
| DATE SIGNED: | 04/21/2022 | | |
| Total Attachments: 8 | | | |

OP \$115.00 3140970

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of April 1, 2022 (the “Effective Date”) by and between Kodi Klip, LLC, a Tennessee limited liability company (“Assignor”), and Dayton Superior Corporation, a Delaware corporation (“Assignee”) (Assignee and Assignor, individually, a “Party” and collectively, the “Parties”).

WHEREAS, pursuant to that certain Asset Purchase Agreement (“Purchase Agreement”), of even date herewith, by and among the Assignor, Assignee, and the other parties thereto, Assignee acquired the intellectual property assets set forth on Schedule A attached hereto (the “Purchased Intellectual Property”); and

WHEREAS, in furtherance of the Purchase Agreement, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire, Assignor’s entire right, title and interest in and to the Purchased Intellectual Property, including without limitation the goodwill associated with the trademarks thereof.

NOW, THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers and agrees to sell, convey, assign, transfer, and deliver to Assignee, Assignor’s entire right, title, and interest in and to the Purchased Intellectual Property.

3. Costs; Further Assurances. Buyer shall bear the costs and expenses associated with filing appropriate documentation with the U.S. Patent and Trademark Office, U.S. Copyright Office, and corresponding foreign intellectual property offices as necessary to confirm, record, perfect, and evidence such sale, assignment, conveyance, transfer, and delivery of the Purchased Intellectual Property to Assignee. From time to time after the Effective Date, Assignor shall, upon Assignee’s request, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take all further actions, and provide Assignee all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation by representatives of Assignor and/or the inventors of the Purchased Intellectual Property), to more fully effectuate the purposes of this Agreement, including, but not limited to, assisting Assignee in preserving or perfecting its rights in the Purchased Intellectual Property and the filing of applications for the registration of any intellectual property rights in the Purchased Intellectual Property, including the filing of continuation applications, divisional applications, and reissue applications, and providing assistance in the prosecution of any of the Purchased Intellectual Property. Should Assignee opt to take action against any actual or suspected infringers, diluters, or other violators of any of the Purchased Intellectual Property, upon Assignee’s request and at Assignee’s cost and expense, Assignor shall join Assignee as a necessary party in any such action (or proceeding related thereto) and to provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony and providing specimens of use.

4. Counterparts. This Agreement may be executed in counterparts (including by facsimile transmission or electronic transmission in portable document format (.pdf)), which when taken together shall constitute one and the same agreement.

5. Successors. This Agreement and all of the provisions hereof shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by a Party without the prior written consent of the other Parties hereto. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any person, other than the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware without regard to any conflicts of law principles that would require the application of any other Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

KODI KIIP, LLC

By: 

Name: Jack D. Lowery

Title: Chief Executive Officer

ASSIGNEE:

DAYTON SUPERIOR CORPORATION

By: _____

Name: Daniel T. Dolson

Title: Executive Vice President, Chief Financial
Officer, Treasurer and Secretary

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

ASSIGNOR:

KODI KLIP, LLC

By: _____

Name: Jack D. Lowery

Title: Chief Executive Officer

ASSIGNEE:

DAYTON SUPERIOR CORPORATION

By: _____

Name: Daniel T. Dolson

Title: Executive Vice President, Chief Financial Officer, Treasurer and Secretary

[Signature Page to IP Assignment Agreement]

Schedule A - Purchased Intellectual Property
KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

Kodi Klip, LLC Foreign Patent Applications and Issued Patents

| Description | Product No. | Country | AppSerNo | Filing Date | Patent No. | Issue Date | Next Annulity | Est. Cost |
|---|--------------------|----------------------|-------------------|-------------|------------------|------------|--|------------|
| Bar Connecting Apparatus (Corresponds to N3814 and N4135) | V0556 | | PCT/US2007/085379 | 11/21/2007 | | | This group annual fees in Nov. until 2027; costs gradually escalate. | |
| | V0556CA | CANADA | 2,701,308 | 11/21/2007 | 2701308 | 4/15/2014 | NOV 1. | \$650.00 |
| | V0556CADIV1 | CANADA | 2,842,484 | 11/21/2007 | 2,842,484 | 4/26/2016 | NOV 1. | \$650.00 |
| | V0556CN | CHINA | 200780050148.4 | 11/21/2007 | 200780050148.4 | 4/10/2013 | NOV 1. | \$1,150.00 |
| | V0556CNDIV1 | CHINA | 20120129896.4 | 4/24/2012 | Z1201210129896.4 | 4/15/2015 | NOV 1. | \$1,150.00 |
| | V0556EP | EUROPE | 07864714.6 | 11/21/2007 | 2,094,434 | 2/1/2017 | NOV 1. | \$4,500.00 |
| | V0556HK | HONG KONG | 09110298.9 | 11/9/2009 | | | NOV 1. | \$400.00 |
| | V0556HKDIV1 | HONG KONG | 13103154.1 | 3/13/2013 | HK1176099 | 2/29/2016 | NOV 1. | \$400.00 |
| | V0556MX | MEXICO | MX/9/2009/805318 | 11/21/2007 | 296,390 | 11/24/2010 | NOV 1, 2022 | \$2,000.00 |
| | V0556RU | RUSSIA | 2009123475 | 11/21/2007 | 2,427,458 | 12/27/2010 | NOV 1. | \$450.00 |
| Description | | | | | | | | |
| Product No. | | | | | | | | |
| Country | | | | | | | | |
| AppSerNo | | | | | | | | |
| Filing Date | | | | | | | | |
| Patent No. | | | | | | | | |
| Issue Date | | | | | | | | |
| Next Annulity | | | | | | | | |
| Est. Cost | | | | | | | | |
| Multi-Size Rebar Clips | 006146 | | PCT/US2011/038675 | 6/1/2011 | | | This group annual fees in June until 2027; costs gradually escalate. | |
| | 006146AE | UNITED ARAB EMIRATES | P12388/2012 | 12/16/2012 | | | JUNE 1. | \$870.00 |
| | 006146CA | CANADA | 2,801,895 | 6/1/2011 | 2,801,895 | 5/19/2015 | JUNE 1. | \$520.00 |
| | 006146CN | CHINA | 201180038490.9 | 6/1/2011 | Z1201180038490.9 | 2/8/2017 | JUNE 1. | \$820.00 |
| | 006146EP (UK ONLY) | EUROPE (UK ONLY) | 11725283.3 | 6/1/2011 | | | JUNE 1. | \$530.00 |
| | 006146MX | MEXICO | MX/9/2012/014852 | 12/17/2012 | 329844 | 5/5/2015 | JUNE 1, 2025 | \$1,000.00 |
| Description | | | | | | | | |
| Product No. | | | | | | | | |
| Country | | | | | | | | |
| AppSerNo | | | | | | | | |
| Filing Date | | | | | | | | |
| Patent No. | | | | | | | | |
| Issue Date | | | | | | | | |
| Next Annulity | | | | | | | | |
| Est. Cost | | | | | | | | |
| GEN 3 KLIP GUN | 011783JP | JAPAN | 2014-195469 | 9/25/2014 | 5945308 | 6/3/2016 | 6/3/2021 | \$400.00 |

KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

Kodi Klip, LLC US Patent Applications and Issued Patents

| Description | Docket No. | AppSerNo | Filing Date | Patent No. | Issue Date | Next Maint. Fee | Est. Cost |
|--|------------|------------|-------------|------------|-----------------------------|---------------------|------------|
| DOUBLE HOOK TO FASTEN CROSSED BARS, (DRAGONE PATENT) | N1805 | 08/379,438 | 2/8/1995 | 5,626,436 | 5/6/1997 (EXPIRED 2/8/2015) | NONE | |
| FLARED LEG DESIGN | 000913 | 29/322,888 | 8/14/2008 | 0587,564 | 3/3/2009 | NONE - EXPIRES 2023 | |
| HAND APPLICATOR BAR CONNECTING APPARATUS (GUN M&A) | N2822 | 13/333,756 | 1/17/2006 | 7,559,532 | 7/14/2009 | ABANDONED | |
| FLARED LEG METHODS (CONTINUATION OF N2069) | 000914 | 12/173,076 | 7/15/2008 | 7,900,419 | 3/8/2011 | 9/8/2022 3RD MF | \$4,350.00 |
| BAR CLIP APPLICATOR (STICK) | N2070 | 13/142,539 | 6/1/2005 | 7,908,723 | 3/22/2011 | 9/22/2022 3RD MF | \$4,350.00 |
| BAR CONNECTING APPARATUS (CLIP STRING FOR GUN) | N4135_001 | 11/778,174 | 7/16/2007 | 7,963,392 | 6/21/2011 | 12/21/2022 3RD MF | \$4,350.00 |
| FLARED LEG SYSTEM (CONTINUATION OF 000914) | 004905 | 13/007,022 | 1/14/2011 | 8,117,796 | 2/21/2012 | 8/21/2023 3RD MF | \$4,350.00 |
| CLIP GUN WITH PNEUMATIC FEED (THESE CLAIMS ARE FOCUSED ON THE SAFETY SHIELD AND INTERCONNECTIONS FROM IT THAT WERE ADDED TO THE PNEUMATIC FEED GUN) | 002833 | 12/762,409 | 4/19/2010 | 8,322,006 | 12/4/2012 | 6/4/2024 3RD MF | \$4,350.00 |
| MULTI-SIZE REBAR CLIPS | 003279 | 12/818,676 | 6/19/2010 | 8,776,328 | 7/15/2014 | 1/15/2022 2D MF | \$2,380.00 |

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KODI KLIP PATENTS, PATENT APPLICATIONS, AND TRADEMARKS

| | | | | | | | |
|--|------------|------------|-----------|-----------|------------|------------------|------------|
| BAR CONNECTING APPARATUS WITH CLIP ADVANCE (CONT OF N3814) | 002173 | 13/006,565 | 1/14/2011 | 8,640,323 | 2/4/2014 | 8/4/2021 2D MF | \$2,380.00 |
| BAR CONNECTING APPARATUS (CLIP STRING FOR GUN) | 005221 | 13/033,967 | 2/24/2011 | 8,955,579 | 2/17/2015 | 8/17/2022 2D MF | \$2,380.00 |
| MULTI-SIZE RESBAR CLIPS | 003279DIV | 14/312,756 | 6/24/2014 | 9,267,288 | 2/23/2016 | 8/23/2023 2D MF | \$2,380.00 |
| MULTI-SIZE RESBAR CLIPS | 003279CCN1 | 14/612,455 | 2/3/2014 | 9,394,692 | 7/19/2016 | 1/19/2024 2D MF | \$2,380.00 |
| GEN 3 KLIP GUN | 011783 | 14/478,723 | 9/5/2014 | 9,797,148 | 10/24/2017 | 4/24/2021 1ST MF | \$1,500.00 |

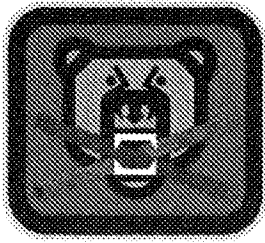
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Kodi Klip, LLC US Trademark Registrations

| Mark | Serial No. | Registration No. | Issue Date | Next Renewal | Est. Cost |
|---------------------|------------|------------------|------------|--------------|------------|
| KODI KLIP | N2071 | 3140970 | 9/12/2006 | 9/12/2026 | \$1,200.00 |
| LOGO (BEAR) | N2374 | 3335724 | 11/13/2007 | 11/13/2027 | \$1,200.00 |
| LOGO (BEAR) | 001123 | 3807386 | 6/22/2010 | 6/22/2030 | \$1,200.00 |
| THE KLIP THAT GRIPS | 001542 | 3803489 | 6/15/2010 | 6/15/2030 | \$1,200.00 |

\$59,790.00



KODI KLIPTM

Rebar Connection Systems

Domain Name: www.kodiklip.com