

REC

07-14-2003

SHEET



To the Honorable Commissioner for Patents

102495510

attached original document(s) or copy(ies).

1. Name of conveying party(ies):

Golden Eagle Industries, L.L.C.

7-10-03

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Tell Acquisition Co.

Internal Address:

Street Address: 817 Maxwell Avenue  
Evansville, Indiana 47706

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☐ Other: \_\_\_\_\_

Execution Date: June 17, 2003

4. Nature of submission:

- ☒ New  
☐ Resubmission (Non-Recordation) Document ID# \_\_\_\_\_  
☐ Correction of PTO error

Reel #: \_\_\_\_\_ Frame #: \_\_\_\_\_

☐ Corrective Document

Reel #: \_\_\_\_\_ Frame #: \_\_\_\_\_

Additional name(s) & address(es) attached? ☐ Yes ☒ No

5. Application number(s) or registration number(s):

ATTORNEY DOCKET NO.: 140751-0008

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No(s).

B. Patent No(s).

5119796

(see attached schedule)

Additional numbers attached? ☒ Yes ☐ No

6. Correspondent name and address:

Judith L. Grubner  
MICHAEL BEST & FRIEDRICH LLC  
401 NORTH MICHIGAN AVENUE, SUITE 1900  
CHICAGO, ILLINOIS 60611-4212

Direct telephone calls to the above at telephone no. (312) 222-0800  
or fax no. (312) 222-0818.

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the  
United States Postal Service as first class mail, postage prepaid, in  
an envelope addressed to Mail Stop ASSIGNMENT, Director of the  
U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA  
22313-1450 on July 7, 2003.

Date: July 7, 2003

Typed name: Robert Holland

7. Total number of applications/patents involved: 4

Total fee (37 CFR 3.41) .....\$ 160.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account #501965  
☒ Authorization to charge additional fees (deficiencies)

(Attach duplicate copy of this page if paying by deposit  
account)

7/11/2003 DBYRNE 00000033 5119796

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8. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true  
copy of the original document. Charges to deposit account are authorized.

Judith L. Grubner

Name of Person Signing

Judith L. Grubner

Signature

7/7/03

Date

Mail documents to be recorded with required cover sheet information to:  
Mail Stop ASSIGNMENT, Director of the U.S. Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT  
REEL: 014242 FRAME: 0747

## **SCHEDULE 1**

<i>U.S. Patents</i>		
<i>Patent No.</i>	<i>Title</i>	<i>Reg. Date</i>
5,119,796	ARCHERY BOW RISER WITH SIDE-ANGLED HANDGRIP	6/9/92
5,172,679	MODULAR CONSTRUCTION FOR COMPOUND ARCHERY BOW	12/22/92
5,881,705	COMPOUND BOW CABLE ADJUSTER	3/16/99
5,947,099	EXTENDED FORK COMPOUND ARCHERY BOW	9/7/99

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# **ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS**

THIS ASSIGNMENT OF PATENTS AND PATENT APPLICATIONS (this "Agreement") is entered into as of June 17, 2003, by and among Tell Acquisition Co., a Florida corporation (the "Buyer"), and Golden Eagle Industries, L.L.C., a Delaware limited liability company (the "Selling Party").

## **R E C I T A L S**

WHEREAS the Selling Party and the Buyer are parties to a certain Asset Purchase Agreement dated May 12, 2003, as amended (the "Asset Purchase Agreement"), under the terms of which the Selling Party agrees to sell and transfer, and the Buyer agrees to purchase the Acquired Assets (as such term is defined in the Asset Purchase Agreement);

WHEREAS the Selling Party owns the United States patent and patent applications and foreign patents and patent applications listed on Schedule I hereto (the "Patents") which constitute part of the Acquired Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer desires to obtain all of the Selling Party's right, title and interest in, to and under the Patents;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Selling Party, the Selling Party hereby sells, conveys, assigns, transfers and delivers to Buyer, its successors and assigns, all of the Selling Party's right, title and interest throughout the world in, to and under the Patents, and the underlying inventions described therein, and all divisions, renewals, reissues, continuations and continuations-in-part thereof, and all United States and foreign patents which have been or may be granted thereon, together with the right to sue and recover damages for future or past infringements of the Patents and to fully and entirely stand in the place of the Selling Party in all matters related thereto.

The Selling Party hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Patents to record this Agreement to Buyer. The Selling Party hereby further requests the Commissioner and his or her foreign counterparts to issue any and all patents resulting from applications among the Patents or derived therefrom to Buyer as assignee of the entire interest.

The Selling Party hereby covenants that it has full right to convey the entire interest herein assigned, and that the Selling Party has not executed, and will not execute, any agreement inconsistent herewith.

The Selling Party, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Selling Party will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Patents, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

The Selling Party hereby constitutes and appoints the Buyer and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of the Selling Party but on behalf of and for the benefit of the Buyer and its successors and assigns, any and all of the assets, properties, rights and business hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of the Selling Party or otherwise, for the benefit of the Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which the Buyer or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the Patents, and to do all acts and things in relation to such assets which the Buyer or its successors or assigns reasonably deem desirable.

In the event that any provision of this Agreement would, under applicable law, be invalid or unenforceable in any respect, such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

In the event that any provision of this Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Selling Party and the Buyer. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and permitted assigns.

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law.


This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

**GOLDEN EAGLE INDUSTRIES, L.L.C.**

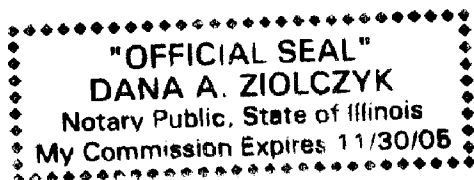
By:   
Name: Charles Palmer  
Title: One of Its Managers

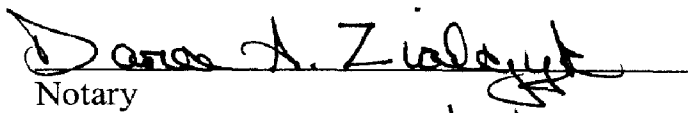
**TELL ACQUISITION CO.**

By:   
Name: Daniel Messmer  
Title: President

STATE OF ILLINOIS  
COUNTY OF COOK

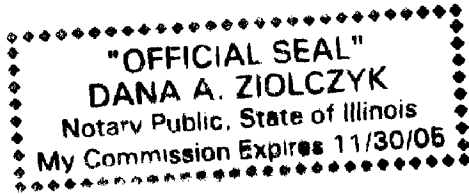
On this, the 17<sup>th</sup> day of June 2003, before me appeared Charles Palmer, the person who signed this instrument, who acknowledged that he is one of the Managers of Golden Eagle Industries, L.L.C., and that he signed such instrument as a free act and deed.

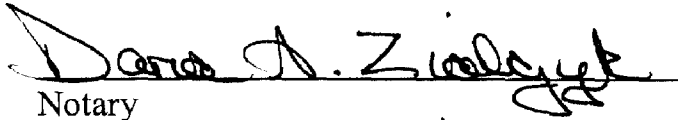


  
Notary  
My Commission Expires: 11/30/05

STATE OF ILLINOIS  
COUNTY OF COOK

On this, the ~~17th~~ day of June, 2003, before me appeared Daniel Messmer, the person who signed this instrument, who acknowledged that he is the President of Tell Acquisition Co., and that he signed such instrument as a free act and deed.



  
Notary  
My Commission Expires: 11/30/05