

Form PTO-1595

(Rev. 6/93)

OMB No. 0651-0011

## RECORDATION FORM COVER SHEET

## PATENTS ONLY

U. S. Dept. of Commerce  
Patent and Trademark OfficeTo the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof

## 1. Name of Conveying Party(ies):

Brian Graham (Owner of 20% interest)

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

## 3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agt. ☐ Change of Name☐ OtherExecution Date: January 18, 2004

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

Name: Engineered Biomechanics, LLC

Internal Address: \_\_\_\_\_

Street Address: 341 Elizabeth Lake RoadCity: Pontiac State: Michigan Zip: 48341Additional name(s) & address(es) attached: ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No(s).  
6,604,301Additional numbers attached: ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Andrew R. Basile

Internal Address: \_\_\_\_\_

YOUNG & BASILE, P.C.Street Address: 3001 West Big Beaver RoadSuite 624City: Troy State: Michigan Zip: 48084-3107

## 6. Total no. of applications and patents involved

One7. Total fee (37 CFR 3.41) ..... \$ 40.00☒

Enclosed

Authorized to be charged to deposit account

## 8. Deposit account number:

25-0115

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

DO NOT USE THIS SPACE

9. 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.*Andrew R. Basile

Name of Person Signing

Signature

February 19, 2004

Date

Total number of pages including cover sheet, attachments and document: 8

### ASSIGNMENT OF PATENT

This Assignment of Patent ("Agreement") is entered into effective January 1, 2004 by and among Arthur Manoli II, M.D., an individual residing at 392 Lakeside Drive, Birmingham, Michigan, 48009, Brian Graham, an individual residing at 341 Elizabeth Lake, Pontiac, Michigan, 48341 (hereinafter collectively "Assignors"), Cavusfoot, LLC, a Michigan limited liability company whose address is 392 Lakeside Drive, Birmingham, Michigan, 48009, and Engineered Biomechanics, LLC, a Michigan limited liability company whose address is 341 Elizabeth Lake, Pontiac, Michigan, 48341 (hereinafter collectively "Assignees"). Arthur Manoli II, M.D., Brian Graham, Cavusfoot, LLC and Engineered Biomechanics, LLC are collectively referred to as the "Parties."

#### Recitals

A. Assignors obtained a United States Patent for an improvement in a SHOE SOLE INSERT, invented by Assignors and described in the patent application:

USPTO Serial No. 612798 Filed: July 10, 2000

and in the U.S. Patent:

U.S. Patent No. 6,604,301 Filed: August 12, 2003 (hereinafter "Patent");  
and

B. Assignees are desirous of acquiring from Assignors all of their respective right, title and interest in the Patent in accordance with the terms of this Agreement; and

C. Assignors are desirous of assigning to Assignees all of their respective right, title and interest in the Patent in accordance with the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the adequacy and receipt of which is hereby and forever acknowledged, the Parties agree as follows:

1. Arthur Manoli II, M.D. does hereby irrevocably sell, assign and transfer to Cavusfoot, LLC all of his entire 80% undivided right, title and interest in the Patent aforesaid, free of any liens, encumbrances, interests or rights of any third parties; the same to be held and enjoyed by Cavusfoot, LLC for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Arthur Manoli II, M.D. had this assignment and sale not been made.

2. Brain Graham does hereby irrevocably sell, assign and transfer to Engineered Biomechanics, LLC, all of his entire 20% undivided right, title and interest in the Patent aforesaid, free of any liens, encumbrances, interests or rights of any third parties; the same to be held and enjoyed by Engineered Biomechanics, LLC for its own use and benefit, and for its legal representatives and assigns, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Brain Graham had this assignment and sale not been made.

3. All of the Parties authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to the said Assignees in accordance with the terms and conditions of this Agreement.

4. The Parties agree to each of the following:

- a. All royalties or other income whatsoever received from the licensing or sale of the Patent or the invention described therein and assigned hereunder shall be divided with 80% of such income being paid to Cavusfoot, LLC, and 20% being paid to Engineered Biomechanics, LLC provided, however, that all such royalties or other income shall first be paid to Arthur Manoli II, M.D. until such time as he is reimbursed for 80% of all professional fees, expenses and other costs (collectively "Out of Pocket Expenses") which he advanced relative to obtaining the Patent and the formation of Cavusfoot, LLC and Engineered Biomechanics, LLC. The total amount of Out of Pocket Expenses shall be acknowledged and agreed to in writing by the Parties.
- b. Neither Assignee shall license or assign its interest in the Patent or the invention described therein without the written consent of the other Assignee, except as provided otherwise in Paragraph 4(c), below. The Assignees further agree that consent to license or assignment of the Patent shall not be unreasonably withheld, and that the amount of royalties or income to be received from the licensing or assignment of such Patent or the invention described therein may not be the basis for withholding consent.
- c. If at any time an Assignee desires to license or assign its interest in the Patent, it shall promptly provide the other Assignee with written notice of same, describing with particularity the proposed terms and conditions of the license or assignment (the "Notice"). The other Assignee shall have ten (10) business days after receipt of the Notice in which to provide its written consent to the proposed license or assignment, or to set forth in writing and with particularity the reasons why it is withholding its consent (the "Response"). If

the Assignee desiring to license or assign its interest in the Patent does not receive a timely Response or if the other Assignee unreasonably withholds its consent to the license or assignment, that Assignee may license or assign its interest in the Patent in accordance with the terms and conditions contained in the Notice, without prejudice to the ability of the Assignee withholding its consent to bring an action for breach of Paragraph 4(b) of this Agreement.

5. FOR SAID CONSIDERATIONS, Assignors hereby covenant and agree that they are the owners of the full title herein assigned and have the right to assign the same, free of any liens, encumbrances, interests or rights of any third parties, and agree that they will communicate to each other or their legal representatives any facts known to them respecting said Patent or the invention described therein, and testify in any legal proceedings relating thereto when called upon, and will sign all instruments and documents to render such assistance as is necessary to vest and protect the legal title sought to be assigned.

6. Except as expressly stated otherwise herein, no covenant, term or condition of this Agreement can be waived except by the written consent of the Party against whom waiver is sought to be enforced.

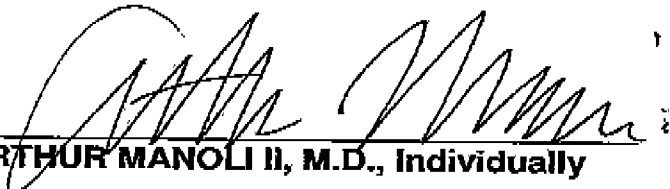
7. Any Notice, Response or other communication pertaining to the subject matter of this Agreement among the Parties shall be given writing and delivered by overnight courier or by U.S. Mail, postage prepaid, via certified mail return receipt requested, and shall be addressed to the last known address of each Assignee. Each Assignee shall give timely written notice to the other Parties of any change of address, and any Assignee who fails to do so shall be deemed to have waived the right to Notice provided in Paragraph 4(c).

8. This Agreement constitutes the entire agreement by and among the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations, communications and understandings of any nature whatsoever, whether oral, written or otherwise, all of which are null, void, and of no effect whatsoever.

9. In any action brought to enforce this Agreement, a Party shall be awarded its reasonable attorneys fees and costs to the extent it prevails in whole or in part.

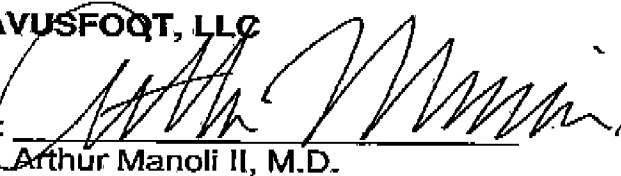
10. All rights and obligations hereunder shall be binding on and inure to the benefit of the respective permitted successors and assigns of the Parties.

The Parties hereby execute this Agreement effective as of the date referenced above.

  
**ARTHUR MANOLI II, M.D., Individually**

  
**BRIAN GRAHAM, Individually**

**CAVUSFOQT, LLC**

By:   
Arthur Manoli II, M.D.

Its: Member

**ENGINEERED BIOMECHANICS, LLC**

By:   
Brian Graham

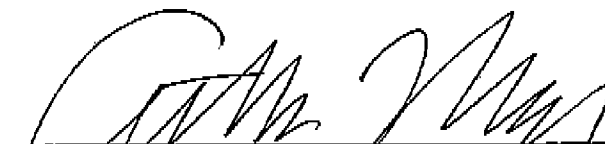
Its: Member

After recordation, please return the assignment to:


Andrew R. Basile  
Young & Basile, P.C.  
3001 West Big Beaver, Suite 624  
Troy, Michigan 48084-3107

**Acknowledgement of Advancement of Fees, Expenses and Costs**

The undersigned acknowledge and agree pursuant to Paragraph 4(a) of the Assignment of Patent effective January 1, 2004, that as of January 18, 2004, the amount of all professional fees, expenses and other costs (collectively "Out of Pocket Expenses") advanced by Arthur Manoli II, M.D. relative to obtaining the Patent and the formation of Cavusfoot, LLC and Engineered Biomechanics, LLC totals \$ 37611.68. Each of the undersigned represents and warrants to the other that from and after July 10, 2000 through the date of execution of this Acknowledgement, neither he nor his respective company have licensed or sold his/its respective interest in the Patent to any other individual or other entity or person, nor has he/it agreed to do so.

  
ARTHUR MANOLI II, M.D., Individually and  
for CAVUSFOOT, LLC

Dated: January 18, 2004

  
BRIAN GRAHAM, Individually and for  
ENGINEERED BIOMECHANICS, LLC

Dated: January 18, 2004