

10-22-2003



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102580432

To the Honorable Commissioner of Patents and Trademarks. Please record all attached original documents or copy thereof.

1. Name of conveying party(ies):

Henry J. Truitt, Jr.

16-20-03

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Exclusive License

Execution Date: 10/01/03

2. Name and address of receiving party(ies)

Name: Daniel F. Kumler

Internal Address: _____

Street Address: _____

#6 Fantasy Trail

City: Fletcher State: NC Zip: 28732

Additional 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 of the application is: _____

A. Patent Application No.(s) _____

B. Patent No.(s) 6,609,324

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sven W. Hanson

Internal Address: _____

Street Address: PO Box 357429

City: Gainesville State: FL Zip: 32635-7429

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Sven W. Hanson

Name of Person Signing

Signature

10/16/03

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Patent License

Daniel F. Kumler of Fletcher, North Carolina (Licensee) and Henry J. Truitt Jr. of Cedar River, Michigan (Owner) agree as follows:

1. Owner is the owner of United States Patent No. 6,609,324 granted August 26, 2003 (Patent) for shotgun chokes. The Patent also includes any and all continuations and reissues thereof.
2. Effective upon execution of this Agreement, Owner grants to Licensee exclusive license to all rights under the Patent, including to make, use, and sell the subject matter defined by the claims of the Patent, throughout the United States and its territories. The license shall run for the life of the patent.
3. A. Licensee shall pay Owner a license fee of \$0.25 per unit sold by Licensee. Payments shall be determined, and delivered within 30 days thereafter, on January 30 and June 30 of each year for all units sold by Licensee in the preceding period. Licensee is obligated only to make best efforts to produce and market products under the Patent.

B. Licensee shall maintain records showing the number of units sold. Owner may, upon 30 days notice to Licensee, inspect such records at Owner's cost. Licensee may satisfy its obligations to produce records by providing to Owner copies of such records as evidence the number of units sold.
4. Respective rights under this Agreement are assignable by either party. Licensee may sublicense Patent rights under this Agreement to third parties and shall account for, and pay, license fees as defined above for all units sold under any sublicense.
5. Each party shall notify the other party in writing of any suspected infringement of the Patent by third parties. Licensee shall have the first right to institute suit against infringers. Owner shall join as a party in any suit for enforcement of the patent upon request by Licensee, and at Licensee's expense. Any judgement or settlement in such action shall be retained by Licensee. If Licensee declines in writing to Owner to act on suspected infringement, Owner may institute actions in enforcement of the Patent at Owner's expense and retain any associated judgement or settlement.
6. A. If any part or provision of this Agreement is found illegal or in conflict with law, the validity of the remaining provisions shall not be affected thereby.

B. This Agreement represents the entire understanding between the parties and supercedes all other agreements, express or implied, between the parties concerning the Patent.

C. This Agreement shall be construed in accordance with the substantive law of the State of Florida and venue for resolution of conflicts between the parties shall be in Marion County, Florida.

7. For the purposes of all written communications and notices between the parties, their addresses shall be:

Owner: N. 8995 Camp O. Lane B-2
Cedar River, Michigan 49887-9781

Licensee: #6 Fantasy Trail
Fletcher, N. Carolina 28732

or any other address of which either party shall notify the other party in writing.

This Agreement may be executed in parts, each part effective against the signing party.

STATE OF MICHIGAN
COUNTY OF MENOMINEE

OWNER: Henry J. Truitt Jr.
Henry J. Truitt Jr.

Sworn to and subscribed before me this 1 day of OCT 2003, by Henry J. Truitt Jr., who is personally known X to me, or produced MI DRIVER LICENSE as identification.

Nancy M. Rosene
Signature of Notary
commission expires
12/11/2004

STATE OF NORTH CAROLINA
COUNTY OF

LICENSEE: Daniel F. Kumler
Daniel F. Kumler

Sworn to and subscribed before me this 9 day of Oct 2003, by Daniel F. Kumler, who is personally known X to me or, produced FL DRIVERS LIC as identification.

Elizabeth L. Pace
Signature of Notary