

01-07-2004

FORM PTO-1595

RE



EET

Docket No. 57390

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

1. Name of conveying part(ies):

REEL VENTURES, LLC
4 Business Way
Hopedale, MA 01747

1.2.04

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

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

Name: W.C. BRADLEY/ZEBCO HOLDINGS, INC.

Street Address: 6101 E. Apache
Tulsa, OK 74115

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

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

Execution Date: 10/07/2003

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).

5,660,344Additional numbers attached? ☐ Yes ☒ No

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

R. Alan Weeks; Reg. No. 36,050
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
321 S. Boston Ave., Suite 800
Tulsa, OK 74103-3318

6. Total number of applications/patents involved: 1

7. Total fee (37 CFR 3.41) \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit Account Number: 06-0540

- ☐ Any Deficiencies or Credit any Overpayment
☒ 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.

R. Alan Weeks

Typed Name

Signature

12/30/03

Date

Total number of pages including cover sheet, attachments, and document: [4]

233944.1

01/06/2004 LNUELLER 00000135 060540 5660344

01 FC:8021

40.00 DA

PATENT
REEL: 014845 FRAME: 0567

OFFICE OF PATENT RECORDS
2004 JAN -2 AM 9:08
FINANCE SECTION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 7th day of October, 2003, by REEL VENTURES, LLC, a Massachusetts limited liability company (the "Seller"), and W.C. BRADLEY / ZEBCO HOLDINGS, INC., a Georgia corporation (the "Buyer").

WITNESSETH:

A. The Seller and the Buyer, together with ISOLATION TECHNOLOGIES, INC., a Massachusetts corporation, MICHAEL RIGOLI and RICHARD HERSOM, both individuals residing in Massachusetts, are parties to a Purchase Agreement, executed simultaneously herewith (the "Purchase Agreement"), pursuant to which the Seller agreed to sell and the Buyer agreed to purchase certain contracts and related assets of the Seller.

B. The Closing under the Purchase Agreement is occurring on the date hereof.

C. This Agreement is being delivered in conjunction with the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. Assignment. The Seller hereby sells, assigns, transfers, conveys, and delivers to the Buyer all rights, title and interest of the Seller in, to and under the License Agreement dated July 1, 2002 by and between Seller and Thomas J. Testa concerning a license of U.S. Patent 5,660,344 (the "License"), free and clear of all Liens.

2. Assumption. The Buyer hereby accepts the aforesaid assignment of the Seller's right, title and interest in, to and under the License, and assumes and agrees to be bound by all of the conditions and obligations set forth in the License which are incurred or accrue thereunder after the effective time of the Closing.

3. Other Provisions.

a. This Agreement shall inure to the benefit of, and be binding upon, the Buyer and the Seller and their respective successors and assigns.

b. This Agreement shall be governed and enforced in accordance with the laws of the State of Oklahoma.

c. Original signatures transmitted via facsimile shall be acceptable for purposes of executing this Agreement. If original signatures are transmitted by facsimile, each party hereto shall endeavor in good faith to deliver to the other party hereto an executed original within three (3) business days after the Closing Date. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

d. Capitalized terms not defined herein shall have the meanings given to them in the Purchase Agreement.

e. This Agreement may be amended, modified or supplemented only by the written agreement of the Buyer and the Seller.

f. Nothing in this Agreement shall be deemed to release either the Seller or the Buyer in any way from any of its respective obligations under the Purchase Agreement other than those performed by this instrument.


g. Nothing in this Agreement will modify, amend, or supersede any term in the Purchase Agreement.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed on their behalf, on the day and year first above written.

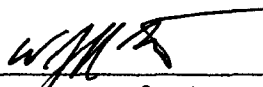
SELLER:

REEL VENTURES, LLC

By: 
Name: Highland S. Herson
Title: Mes

BUYER:

W.C. BRADLEY / ZEBCO HOLDINGS, INC.

By: 
Name: Jeff Portier
Title: President