## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Freedom Industries, Inc.	12/18/2008

### **RECEIVING PARTY DATA**

Name:	Michael Patrick Slattery
Street Address:	7870 Ravenstone Ct.
City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80919

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11687469

## **CORRESPONDENCE DATA**

(303)899-7333 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 719-448-5947 Email: jllange@hhlaw.com Correspondent Name: William J. Kubida Address Line 1: Hogan & Hartson LLP

Address Line 2: 2 North Cascade Avenue, Suite 1300 Address Line 4: Colorado Springs, COLORADO 80903

ATTORNEY DOCKET NUMBER:	FI001
NAME OF SUBMITTER:	Michael Martensen

Total Attachments: 6 source=DOC120#page1.tif source=DOC120#page2.tif source=DOC120#page3.tif source=DOC120#page4.tif

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FORM PTO-1595 (Rev. 11-08) RECORDA	TION FORM COVER SHEET  U.S. Department of Commerce			
OMB No. 0651-0027 (exp. 12/31/2008) PA	TENTS ONLY			
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
1. Name of conveying party(ies):	Name and address of receiving party(ies)			
Freedom Industries, Inc. 6255 Corporate Center Drive Colorado Springs, Colorado 80919  Additional name(s) of conveying party(ies) attached?	Michael Patrick Slattery 7870 Ravenstone Ct. Colorado Springs, Colorado 80919 Additional name(s) & address(es) attached? Yes No			
3. Nature of conveyance/Execution Date(s):				
Execution Date(s)				
□ Assignment	of Name icense			
4. Application or patent number(s):   This document is being filed together with a new application.  If this document is being filed together with a new application, the execution date of the application is:				
A. Patent Application No.(s) 11/687,469	B. Patent No.(s)			
Attorney Docket No.: FI001				
Additional numbers attached?  Yes  No				
5. Name and Address of party to whom correspon concerning document should be mailed:	dence 6. Total number of applications and patents involved: 1			
Name: William J. Kubida Internal Address: Hogan & Hartson LLP One Tabor Center 1200 17th Street, Suite 1500 Street Address: same as above City: Denver State: CO Zip: 80202	7. Total fee (37 CFR 1.21(h) & 3.41)			
Phone Number: 719-448-5909 Fax Number: 719-448-5922 Email Address: PatentColorado@hhlaw.com	8. Deposit Account Number: 50-1123 Authorized User Name:			
9. Signature: My Man Lensing. Signature	62/18/08 Date			
Michael C. Martensen Name of Person signing				
Total number of pages include	ling cover sheet, attachments and document: 6			

### **EXECUTION COPY**

### INTELLECTUAL PROPERTY AND ASSET ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY AND ASSET ASSIGNMENT AGREEMENT (this "Agreement") is made this 1st day of March, 2008, ("Effective Date") by and between Freedom Industries, Inc., a Colorado corporation (the "Assignor") and Michael P. Slattery (the "Assignee").

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the properties and assets described on Exhibit A hereto (the "Assets"), Intellectual Property (defined in Section 1(a) below), Documentation (defined in Section 1(b) below), and Related Rights (defined in Section 1(b) below)(collectively, the "Assigned Assets"); and

WHEREAS, the Assignee desires to acquire all of Assignor's right, title, and interest in the Assigned Assets;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

## 1. Definitions

- (a) "Intellectual Property" means all patents, patent rights, patent applications (including, but not limited to, continuations, continuations-in-part, divisional and reissues), inventions, trade secrets, know-how, shop rights, confidential information, trademark and trademark rights (including all goodwill appertaining thereto), copyrights and copyright rights, and all other intellectual property rights previously and currently owned or claimed by Assignor embodied therein and such systems and technology described in <a href="Exhibit A">Exhibit A</a>, together with all causes of action, rights, remedies and claims for damages and benefits arising from past, present, or future infringement of the foregoing.
- (b) "**Documentation**" means all technical data, drawings, prototypes, system documentation, flow charts, and design specifications acquired or developed by Assignor in connection with the Intellectual Property, including without limitation all rights of copyright thereto (the "Related Rights").

## 2. Grant of Rights

(a) Assignor hereby irrevocably sells, assigns, transfers, conveys and sets over to the Assignee, and the Assignee hereby purchases and accepts from Assignor all rights, title and interest in and to the Assigned Assets together with all goodwill associated therewith, the same to be held and enjoyed by the Assignee for his own use and enjoyment, and for the use and

enjoyment of his successors, assigns, licensees or other legal representatives, together with all claims for damages by Assignor for reason of past and future infringement of said Assigned Assets, with the right to sue for and in the name of the Company, and to collect the same for the Assignee's use, or the use of its successors, assigns, licensees or other legal representatives.

- (b) Assignor acknowledges and agrees to make and execute, at the reasonable request of the Assignee, any further assignments, agreements or other documents and take such other steps as may be necessary or advisable to effectuate the transfer set forth in Section 2(a) above.
- (c) Assignor acknowledges and agrees that (i) it shall retain no rights in the Assigned Assets and (ii) it will not file, make or enter into any application or agreement to secure for Assignor or any third parties any right to the Assigned Assets assigned to the Assignee hereunder, or any other right which in any way interferes with the rights of the Assignee as set forth herein.

## 3. Miscellaneous

- (a) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors and assigns.
- (b) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement (including all attached exhibits) constitutes the full and complete integrated agreement of the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. All counterparts shall be construed together and shall constitute one Agreement. This Agreement may be modified only by mutual agreement in writing of the authorized representatives of the parties.
- (c) This Agreement shall be deemed to be an agreement made under the laws of the State of Colorado and for all purposes shall be governed by and construed in accordance with such laws.

\* \* \* \* \* \*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**ASSIGNOR** 

**ASSIGNEE** 

FREEDOM INDUSTRIES, INC.

Name: Michael P. SAVERY

Michael P. Slattery

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# Exhibit A

## **ASSIGNED ASSETS**

# Intellectual Property

Antenna Concealment Assembly #60/783,654, March 17, 2006, US Provisional Patent Application Antenna Concealment Assembly #11/687,469, March 16, 2007, US Patent Application

CONCEALFAB™ Trademark #77241662, July 30, 2007, US Trademark Application

# **Marketing Materials**

CONCEALFAB™ Web Site Development, Logos, Drawings, Artwork, Brochures & Flyers, Posters, Trade Show Materials, Media Presentations.

## **Tangible Assets**

Computer Equipment:

(3) Work Stations and (1) Server

Office Furniture & Equipment:

Multiple Cubicle Systems and Desks, Chairs, Filing Cabinets, Telephone System, Printers, Fax, Photocopiers, Desk & Wall Accessories, etc.

Factory Equipment & Parts:

Multiple Chop Saws, Lights, Factory Tools, Assembly/Installation Parts & Tools, Ladders.

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# Exhibit B

**NONE** 

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