| Form PTO-1595 (Rev. 08/08) 05 - 20 - 20 OMB No. 0651-0027 (exp. 9/30/2008)  | United States Patent and Trademark Office  |  |  |  |
|---|--|--|--|--|
|   | SHEET  |  |  |  |
| 10356109  | 97 <u>f</u>  |  |  |  |
| 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)  EUGENE LIEBRECHT   | 2. Name and address of receiving party(ies)  Name: DENNIS LIEBRECHT  Internal Address:                         |  |  |  |
| Additional name(s) of conveying party(les) attached? Yes Additional name(s) of conveyance/Execution Date(s):  Execution Date(s) MAY 1, 2009 | Street Address: <u>3020 S.W. 86<sup>T#</sup> PL</u>  |  |  |  |
| Assignment Merger Security Agreement Change of Name   | City: OCALA  |  |  |  |
| Joint Research Agreement Government Interest Assignment   | State: FLORIOA   |  |  |  |
| Executive Order 9424, Confirmatory License  Other   | Country:   |  |  |  |
|   | document, is being filed together with a new application.  |  |  |  |
| A. Patent Application No.(s)  O9/444/893  Additional numbers at   | B. Patent No.(s)  (1.5. 6,301,863 B.T.  tached? Yes UNO  |  |  |  |
| 5. Name and address to whom correspondence concerning document should be mailed:  | 6. Total number of applications and patents involved:/   |  |  |  |
| Name: <u>LUGENE</u> <u>LIEBRECHT</u> Internal Address:  | 7. Total fee (37 CFR 1.21(h) & 3.41) \$ <u> </u>   |  |  |  |
| Street Address: 3020 SW 86 TH PL.   | Authorized to be charged to deposit account  Enclosed  None required (government interest not affecting title) |  |  |  |
| City: OCALA   | 8. Payment Information Petrod Refs 90/38/2009 28/684 860635/248  |  |  |  |
| State: <u>FLOR 10 B</u> Zip: <u>34476</u>   | For Text Text 20 Text 1997   Sept 2017 (4-0)   |  |  |  |
| Phone Number: 352 - 207.8691  | CMSCK Refund Total: \$1,66  Deposit Account Number  Authorized User Name                                       |  |  |  |
| Fax Number:Email Address:   |  |  |  |  |
| 9. Signature: Signature   | 85/28/2889 (BIRNE <b>AMBRILLION P</b> 94448 <b>5) 009</b><br>Bi 91:8821 <b>Date</b> 46, 86 (B                  |  |  |  |
| EUGENE LIEBRECHT Name of Person Signing   | Total number of pages including cover sheet, attachments, and documents:                                       |  |  |  |

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

# ASSIGNOR

EUGENE LIEBRECHT

3020 SW. 86TH PL

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## ASIGNEES

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#2

NAME - REBECCA GILCHRIST

ADDRESS - 148 GARDENIA ST.

TAVERNIER, FL. 33070

USA

#### PATENT ASSIGNMENT

| This Patent Assignment (the "Assignment") is made and effecti                           |                    |
|---|--------------------|
| MAY / , 2009 ("Effective Date") by and between Eugene Li                                | ebrech Van         |
| individual] [corporation] [etc.] (the "Assignor") and DENNIS LIBBREG.                   | HT AHRIST, a       |
| [corporation][limited liability company] [etc.] (the "Assignment of the company) [etc.] | nee"). The         |
| Assignor and the Assignee may be referred to individually as a "Party"                  | or collectively as |
| the "Parties."  |                    |

#### RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on <u>Schedule 1</u> attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee [all] [\_\_\_\_\_/\_\_] of its right, title, and interest in and to the Inventions and the Patents; and

WHEREAS, the Assignee desires to acquire [all] [a/] of the Assignor's right, title, and interest in and to the Inventions and the Patents and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes [all][the above-designated part] of the Assignor's right, title, and interest in and to the following, [throughout the world]:

- (a) the Inventions and the Patents described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications),

Patent Assignment

corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of

#### 2. CONSIDERATION.

| Fine Durched                          | dollars (\$500.00_), to be paid within 1.5                   |
|---------------------------------------|--|
| days of the Effective Date (th        | ne "Consideration").   |
| 3. AUTHORIZATION TO I                 | DIRECTOR.  |
| The Assignor hereby authorizes the    | Director of the United States Patent & Trademark             |
| Office to issue said Patent to the As | ssignee, [of the entire right, title, and interest in and to |
| the same,] for the Assignee's sole v  | ise and behoof, and for the use and behoof of the            |
| Assignee's legal representatives, to  | the full end of the term for which said Patent may be        |
| granted, as fully and entirely as the | same would have been held by the Assignor had this           |
| assignment and sale not been made     | . [The Assignor also hereby authorizes and requests an       |
| attorney having the power of attorn   | ey to prosecute the application from                         |
| to insert her                         | e in parenthesis the filing date and application number      |

#### 4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

(a) is the sole owner of all right, title, and interest [being transferred] in and to the Inventions and the Patents:

) of the patent application when known.]

- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;

Patent Assignment

- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### 5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

#### 6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

#### 7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

(a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States [and throughout the world];

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- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

#### 8. NO FURTHER USE OF INVENTIONS OR PATENTS.

After the Effective Date, the Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

## 9. INDEMNIFICATION. (Choose only one).

Delet Option 1: More favorable to the Assignee

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Inventions, the Patents, or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Inventions or the Patents by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

Option 2: More favorable to the Assignor

In the event that any of the Inventions or the Patents infringe on any United States patent of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that <u>all</u> of the following are true:

(a) the Assignee promptly gives notice of any such claim to the Assignor;

Patent Assignment

- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all creation, public use, exploitation, importation, distribution, or sales of or relating to the infringing Inventions or Patents, if requested by the Assignor.

If the Assignee is enjoined from further practice or use of any infringing Invention or Patent or if the Assignee stops using any of the Inventions or Patents pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention or Patent;
- (b) modify the infringing Patent to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Inventions or Patents to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Inventions or Patents to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Inventions or Patents not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

#### 10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

#### 11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues,

Patent Assignment

shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### 12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

| If to the Assignor: |  |  |
|---------------------|--|--|
|                     |  |  |
| If to the Assignee: |  |  |
|                     |  |  |

#### 13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of FLORIDA. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

#### 14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

#### 15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed.

Patent Assignment

construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### 16. ENTIRE ASSIGNMENT.

This Assignment, together with <u>Schedule 1</u>, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

#### 17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

Potent Assignment

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

| ASSIGNOR   | [ASSIGNOR NAME]   |
|--|---|
|  | By: FINAL TILLEBRECHT  Title:   |
|  | ACKNOWLEDGMENT<br>OF NOTARY PUBLIC  |
| State of Florida  County of Marion                         | )<br>) .ss<br>)   |
| on the basis of satisfactory evidocument as the [OFFICER T | may, 2009, before me, the undersigned Notary efore me [NAME], personally known to me or proved to me dence to be the individual who signed the foregoing ITLE] of the [ASSIGNOR] and acknowledged to me that n [his] [her] authorized capacity, and that by such signature, ment. |
| WITNESS my hand an   | nd official seal.   |
| Signature of Notary Public: _                              | 1.14.2013   |
| My Commission Expires:                                     | 1.14.2013   |



Patent Assignment

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Flurida County of MURIUM

On this 3 day of 4, 200, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNEE] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: 171 CCUL Cay

My Commission Expires: 5/28/2011

MAUREEN COX Nutary Public - State of Florida My Commission Expires May 28, 2011 🖁 Commission # DD 679013 Bonded Through National Notary Assn.

Patent Assignment

[ASSIGNEE NAME]

Name: REBECCA GI

Title:

ACKNOWLEDGMENT OF NOTARY PUBLIC

State of Florida)

.ss

County of Marion

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNEE] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: <u>Jamala Juster</u>

My Commission Expires: 1.14.2013



## **SCHEDULE 1**

## LIST OF PATENTS

| Invention Name               | Name(s) of<br>Inventors | Date(s) of Execution of Declaration | Registration Number/<br>Application Number (if<br>filed already) | Date of Registration/ Date of Filing (if filed already) |
|------------------------------|-------------------------|-------------------------------------|--|---|
| CIRCUM ROTATIONAL<br>TRIMBER | LIEBRECHT               | MAY1,2009                           | 09/444,893   | NOV, 22, 1999   |
|                              |                         |                                     |  |   |

Patent Assignment

**PATENT** 

**RECORDED: 05/19/2009 REEL: 022714 FRAME: 0733**