

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Troy Pribbanow | 02/28/2007 |
| RECEIVING PARTY DATA | |
| Name: | GCP HOLDING COMPANY, LLC - c/o Doyle C. Moss |
| Street Address: | 123 West High Sierra Drive |
| City: | Elk Ridge |
| State/Country: | UTAH |
| Postal Code: | 84651 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 7465213 |
| CORRESPONDENCE DATA | |
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| ATTORNEY DOCKET NUMBER: | 3569-2-1 |
| NAME OF SUBMITTER: | Doyle C. Moss |
| Total Attachments: 11 source=GCP Assignment#page1.tif source=GCP Assignment#page2.tif source=GCP Assignment#page3.tif source=GCP Assignment#page4.tif source=GCP Assignment#page5.tif | |

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ASSIGNMENT

Assignor and Inventor Troy Pribbanow, having a residence and post office address of 2565 West 4800 South, Roy Utah, has invented a method and apparatus entitled WILD GAME CALL," hereinafter called the "invention," preferred embodiments of said invention being disclosed in a United States Patent Number 7,465,213 B1.

Assignee, GCP Holding Company, LLC, a limited liability company of the State of Utah, having a principal place of business at 123 West High Sierra Drive, Elk Ridge, Utah 84651 desires to secure the entire right, title and interest in said invention.

In consideration of \$1.00 and other good and valuable consideration paid and in reliance on and under operation of the terms of Pages 1-10 of the Operating Agreement, attached hereto and incorporated herein by reference, said Agreement dated February 28, 2007 and executed by Inventor/Assignor and by all principals of Assignee, ASSIGNOR DOES HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention, in the above-identified United States patent, in all divisions, continuations, and continuations-in-part of said application, all previously filed provisional applications for which the present application seeks the benefit of an earlier filing date under 35 U.S.C. § 120, all reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

ASSIGNOR does hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

OPERATING AGREEMENT
OF
GCP HOLDING COMPANY, LLC

THIS OPERATING AGREEMENT is made effective as of the 28 day of February, 2007, by the Members as hereinafter set forth.

1. Formation of Limited Liability Company. The Members hereby form a Limited Liability Company pursuant to the provisions of the Utah Revised Limited Liability Company Act, inclusive, of the Utah Code (the "Act").

2. Name of Company. The name of the Company shall be GCP Holding Company, LLC (the "Company").

3. Character of Business. The purpose of the Company is to hold patents rights for game calls and other related patents, and all related activities and all other lawful activities agreed to by the Members.

4. Principal Place of Business. The location of the principal place of business shall be 123 West High Sierra Drive, Elk Ridge, Utah 84651, or such other location as may be agreed upon by the Members from time to time.

5. Registered Agent; Designation of Tax Matters Partner. The name and street address of the registered agent for service of process required to be maintained shall be as set forth in the Articles of Organization and as thereafter appointed by the Members from time to time. The "Tax Matters Partner" of the Company for purposes of Sections 6221 through 6231, inclusive, of the Internal Revenue Code, shall be as set forth on Exhibit A hereto, and the Members shall take any and all action as may be required from time to time pursuant to Treasury Regulations or Revenue Procedures issued thereunder to designate said Tax Matters Partner.

6. Name and Address of Members. The name and mailing address of the members (herein referred to as "Members") is set forth on Exhibit "A" attached hereto.

7. Term. The Company shall continue until dissolved, unless sooner terminated hereunder or by operation of law.

8. Capital and Capital Contributions. The capital accounts and the percentage of ownership interest of the Members are as set forth on Exhibit "A" attached hereto.

9. Capital Accounts. An individual capital account shall be determined and maintained for each Member throughout the full term of the Company in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), and shall consist of the Member's original

contribution increased by the Member's (a) additional contributions to capital and (b) share of Company profits, and decreased by the Member's (c) drawings and other distributions and (d) share of Company losses, as adjusted as required by the Treasury Regulations.

10. Profits or Losses.

(a) Interest in Profits or Losses. The net profits or net losses of the Company, all capital gains or losses and all extraordinary items of gain or loss, other than such gains or losses recognized with regard to Internal Revenue Code (the "Code") Section 704(c) property, shall be credited or charged to the Members in the proportion described in Section 8 above, as adjusted from time to time. Gains or losses recognized with regard to Code Section 704(c) property shall be allocated to the Members pursuant to Code Section 704(c) and the Treasury Regulations pertaining thereto.

(b) Limitation on Liability for Losses Chargeable to Members. Members shall not be personally liable for any of the losses of the Company beyond said Member's capital interest in the Company.

(c) Distribution of Profits. The earnings of the Company shall be distributed annually, except that earnings may be retained by the Company as required herein below or if required for the reasonable needs of the business.

11. Additional Members. Additional Members may be admitted to this Company, but only upon such terms and conditions as the Members shall determine, in writing, prior to such admission. Upon the admission of any such additional Member, a capital account shall be opened and maintained for such Member and profits and losses shall continue to be allocated in accordance with this Agreement.

12. Management of the Company. Subject to paragraph 13, the business of the Company shall be conducted by the Managers and all management of the Company shall be vested in the Managers. The names and addresses of the initial managers are set forth on the attached Exhibit "A." The Managers shall have power and authority to take the following actions on behalf of the Company:

(a) The location or relocation of a place of business for the Company;

(b) The execution, or appointment of officers and agents with such designation as the Manager may determine to execute, on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage, investment, or disposition of property, including the licensing of intellectual property;

(c) The appointment and fixing of compensation for officers and other agents for the Company;

(d) The determination of the amount of, and the making of Distributions;

(e) The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to other provisions of this Company Agreement;

(f) The borrowing of money for the Company from banks or other lending institutions not to exceed \$5,000 in any single transaction or series of related transactions;

(g) The purchase of liability and other insurance to protect the Company's property and business;

(h) The investment of any Company funds (by way of example, but not limitation) in time deposits, short-term governmental obligations, commercial paper, or other investments;

(i) The making of any capital expenditure not in excess of \$5,000;

(j) The employment of accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds;

(k) The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose.

13. Voting by Members; Certain Powers of Managers and Restrictions on Authority of the Managers. Each Member shall vote on all matters submitted to the Members in proportion to the Member's capital interest in the Company from time to time. Each Member may exercise the vote by written proxy, given to any other Member, prepared in accordance with Utah law. Notwithstanding paragraph 12, only the Members may take the following actions or may direct the Managers to take the following actions:

(a) The Admission of an Additional Member and the removal and appointment of the Managers;

(b) Any issue as to which the Members may reserve unto themselves or as to which the Managers are deadlocked;

(c) The initiation of a proceeding for the Bankruptcy of the Company;

- (d) The change in the purpose of the Company;
- (e) The approval of a merger, conversion, or the application of any statute (the application of which is elective) to the Company;
- (f) The taking of any act which would make it impossible to fulfill the purpose of the Company;
- (g) The amendment of this Company Agreement or take any action in violation of this Company Agreement;
- (h) The causing of the Company to voluntarily initiate a proceeding under which the Company would become a Debtor under the United States Bankruptcy Code;
- (i) The sale, exchange, or other Disposition of all, or substantially all, of the Company Property other than in the ordinary course of the Company's business;
- (j) The appoint of the registered agent and the tax management partner;
- (k) The confession of a judgment against the Company.

14. Liability of Member and Manager. Neither the Members nor Managers shall be liable as Members or Managers for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Company Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the Company.

15. Indemnification. The Company shall indemnify the Members and the Managers for all costs, losses, liabilities, and damages paid or accrued by the Member (either as Member or as agent) or Manager in connection with the business of the Company or because such person is a Member or Manager, to the fullest extent provided or allowed by the laws of the State of Utah. In addition, the Managers shall cause the Company to advance costs of participation in any proceeding to the Manager or Member. The Manager may, with the consent of the Members, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with the business of the Company or because such person is an agent or employee, to the fullest extent provided or allowed by the laws of the State of Utah.

16. Sale or Transfer of Company Interest. The Members have entered into a Restrictive Ownership Agreement of even or near date hereto governing their rights to sell or transfer interests in the Company. In the event such Restrictive Ownership Agreement has been terminated or otherwise becomes of no force or effect, the following provisions shall apply. No Member shall sell or transfer any Company interest or any part thereof, nor enter into any

agreement as a result of which any person or entity may become interested therein, unless the transferring Member shall have first made an offer to sell such Company interest to the other Members by giving written notice of the terms and conditions of such proposed sale or transfer and the name and address of the proposed bona fide purchaser or transferee. Such written offer shall contain: (a) the nature and size of the interest to be sold or transferred; (b) the name and address of both the selling or transferring Member and the proposed bona fide purchaser; and (c) the sales or transfer price and all terms of payment thereof. The purchasing Members shall have sixty (60) days after receipt of such notice to purchase the interest of the selling Member on the terms and conditions stated. If such right to purchase is not exercised, the selling Member shall have sixty (60) days following the initial 60-day period to consummate the intended sale or transfer to the third party strictly in accordance with the terms and conditions set forth in the notice.

The Members shall first vote to determine if the Company should purchase the interest and, if the vote is against the Company purchasing such interest, the Members may purchase such interest in proportion to their interests as shown on Exhibit "A" or, if not all Members wish to purchase the interest, those who do shall purchase in proportion to their interests as part of the purchasing group unless otherwise agreed.

No new Member shall be admitted to the Company without the prior written consent of the Members.

The interest of a Member may be transferred (i) upon death, by testamentary disposition, by intestate succession, or by gift to members of the immediate family, or (ii) pursuant to an adjudication of insanity or incompetency of such Member in any judicial proceeding or the commitment of such Member to a mental institution. Notwithstanding the foregoing, the transferee of an interest of a Member transferred as described in this paragraph shall not become a substituted Member hereunder but shall be entitled only to receive the share of profits, losses and distributions to which its transferor would have been entitled.

17. Successor to Member. A party, including an existing Member, who becomes a successor to the interest of a Member shall have no right to become a substituted Member without first obtaining the written consent of all of the other Members.

18. Cash Distributions. Funds in excess of the working capital requirements of the Company as reasonably determined by the Members, which arise or are realized from economic profits earned through the activities of the Company in its normal operations, the proceeds of a sale of all or any part of the assets of the Company, or a surplus of funds resulting from any refinancing by the Company, shall be allocated and distributed to the Members at such times as the Members shall determine.

19. Sale of Assets. In the event that Company assets are sold, the gain or loss recognized thereon shall be distributed in accordance with the Member's respective ownership interests.

20. Company Accounting.

(a) Books and Records. Books of account of the Company, including capital and income accounts for each Member, shall be kept on a cash and calendar year basis in accordance with generally accepted accounting practices applied in a consistent manner and shall reflect all Company transactions and be appropriate and adequate for Company business. The books of account and other records of the Company shall be maintained at the principal office of the Company or at such other place as may be designated by the Members, and shall be open to inspection by each Member or their duly authorized representatives at all reasonable times during business hours.

(b) Financial Statements. A balance sheet of the Company at the end of each calendar year, together with a statement of earnings for the twelve (12) months then ended, and copies thereof, as are to be furnished as part of the proposed Federal and Utah Income Tax Returns for the Company for such year, shall be furnished to each Member within seventy-five (75) days following the end of each such year showing each Member's distributive share of net profits or net losses and additional items of income or deduction for income tax purposes. Not less than once a year, and as soon as possible after completion of the financial report referred to herein, a meeting of all Members shall be held to review such report.

21. Bank Accounts. All funds of the Company shall be deposited in the name of the Company in an account or accounts in such bank or banks as shall be determined by the Managers, and all withdrawals or disbursements from said account or accounts shall be made by check drawn in the Company name upon such account or accounts and signed on behalf of the Company by the Managers authorized by the Members.

22. Title to Property. Title to and ownership of all the assets of the Company shall at all times be vested in and stand in the name of the Company.

23. Conflict of Interest. The Members and their affiliates may engage for their own account and for the account of others in any business venture, including the purchase of real estate properties, the development, operation, management or syndication of real estate properties, on behalf of other persons, partnerships, joint ventures, corporations, limited liability companies or other entities in which they have an interest, and the Company shall have no right to participate therein. A Member may deal with him or herself, his or her affiliates and their officers, employees and agents, in providing necessary services or goods for the Company, provided that the compensation paid for such services is a reasonable amount which is comparable and competitive with the compensation which would be paid other persons for such services; neither the Company nor any of the Members shall have any right by virtue of this

Agreement to participate in or to claim ownership in such independent ventures or to claim any interest in the income or profits derived therefrom.

24. Termination and Dissolution. The Company shall continue (1) until all of the business assets and properties acquired by it and other investments made by it have been sold or disposed of, or have been abandoned; or (2) unless sooner dissolved, but only upon the occurrence of any of the following events:

- (a) The written consent of Members owning more than seventy-five percent (75%) of the Company interests to dissolve the Company or sell the Company assets;
- (b) The disposition of all interest in Company assets and property; or
- (c) The dissolution of the Company by judicial decree or operation of law.
- (d) The expiration of the term of the Company.

In the event of dissolution and final termination, the Managers shall wind up the affairs of the Company. The Members shall share in the profits and losses of the business during dissolution in the same proportions in which they shared such profits and losses prior to dissolution. So long as the Managers shall devote adequate time to the dissolution and termination of the Company business, they shall receive compensation during such period at the same rate as they received immediately prior to dissolution.

Any cash remaining after all Company assets have been sold shall be paid out and distributed in the following order of priority:

- (1) To the payment of creditors of the Company, in the order of priority as provided by law, except those liabilities to Members on account of their capital contributions.
- (2) To the Members of the Company in respect of their contributions to capital.
- (3) To the Members in respect of their shares of the profits and other compensation by way of income on their contributions.

Each Member shall look solely to the assets of the Company for the return of his/her investment. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is not sufficient to return the investment of each Member, such Member shall have no recourse against any other Member.

Any property distributions in kind in a liquidation shall be valued and treated as though the property were sold and cash proceeds distributed.

Any liquidating distribution to a Member whose interest in the Company is liquidated pursuant to this Section, shall be made in accordance with the positive capital account balance of said Member, as adjusted in accordance with the Treasury Regulations.

25. Basis Adjustments. Upon the transfer of all or part of any Member's interest in the Company, the Company may make an election with the Commissioner of Internal Revenue Service, pursuant to Code Section 754, to adjust the basis of the Company property in accordance with Code Section 743.

26. Amendments. Amendments to this Agreement shall become effective only if in writing, signed by the Members.

27. Miscellaneous Provisions.

(a) Notices. Any notices, requests, consents, demands, approvals and other documents, instruments and communications required or which may be given under this Agreement shall be in writing and shall be deemed to have been duly given either at the time of delivery if personally delivered or seventy-two (72) hours after the time of mailing if mailed first class, postage prepaid and addressed to the Member at the address listed in Paragraph 6 of this Agreement or such other addresses as the Member designates at any time in writing by notice to the Company in accordance with the provisions of this subparagraph.

(b) Validity. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

(c) Applicable Law. This Agreement, and application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Utah. Any suit to enforce the terms hereof shall be brought only in the State of Utah.

(d) Binding Agreement. This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

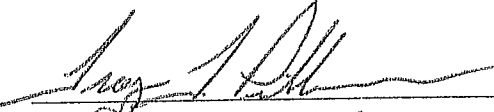
(e) Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision thereof.

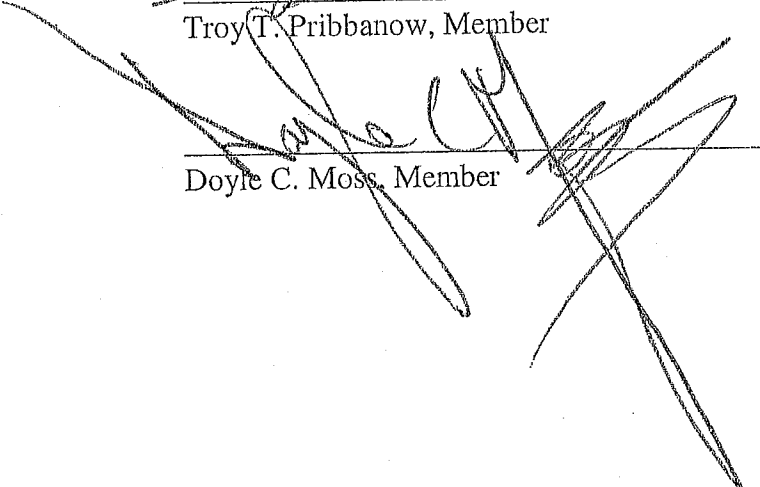
(f) Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity or entities may require.

(g) Default. In the event of default by any party in the performance of the terms and conditions of this Agreement, the defaulting party agrees, in addition to other remedies available, to pay all costs incurred by the other party, including reasonable attorneys' fees and costs.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned Members have executed this Agreement as of the day and year first above written.



Troy T. Pribbanow, Member

Doyle C. Moss, Member

EXHIBIT "A"
TO
OPERATING AGREEMENT
GCP HOLDING COMPANY, LLC

| <u>INITIAL MEMBERS</u> | <u>CONTRIBUTION</u> | <u>OWNERSHIP PERCENTAGE</u> |
|--|---|---------------------------------|
| Troy T. Pribbanow 2565 West 4800 South Roy, Utah 84067 | Patent rights | 50% |
| Doyle C. Moss 123 West High Sierra Drive Elk Ridge, Utah 84651 | Marketing and name to operating entity | 50% |

INITIAL MANAGERS

Troy T. Pribbanow
2565 West 4800 South
Roy, Utah 84067

Doyle C. Moss
123 West High Sierra Drive
Elk Ridge, Utah 84651

TAX MATTERS PARTNER FOR PURPOSES OF INTERNAL REVENUE CODE

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