

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Norston Fontaine	04/13/2009
RECEIVING PARTY DATA	
Name:	Mike Miller
Street Address:	861 East Hennepin
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	45514
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	60627428
Application Number:	11269288
Application Number:	29286580
Application Number:	61042333
Application Number:	12418842
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	56526.1
NAME OF SUBMITTER:	Thomas R. Hipkins

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REEL: 023707 FRAME: 0044

Total Attachments: 5

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TECHNOLOGY TRANSFER AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of this 13th day of April, 2009 ("the Effective Date"), by and between Mike Miller, having his principal place of business at 861 East Hennepin Ave., Minneapolis, MN 44514 ("Miller") and Norston Fontaine, residing at 1714 Fairfield Road South, Minnetonka, Minnesota 55305 ("Fontaine").

DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"TECHNOLOGY" shall mean tie downs or tie down technology and shall include devices, apparatuses and/or systems for enabling the tie down of lines, ropes, elastic cables, etc. Technology shall also include all other accessories, parts, and components that can reasonably be used in connection with tying down lines, ropes, elastic cables, etc, including without limitation the lines, ropes, elastic cables, etc. themselves; hooks or other securing elements; pulleys; and other applications that incorporate block-and-tackle systems. Technology shall also include all processes, methods, and techniques involving the tie down of lines, ropes, elastic cables, etc.

"PATENT APPLICATIONS" shall mean the following four U.S. patent applications, each of which are within the Technology:

U.S. Patent Application No. 60/627,428, titled "Tie Down Tensioning Device," filed on November 8, 2004.

U.S. Patent Application No. 11/269,288, titled "Tie Down Tensioning Device," filed on November 8, 2005.

U.S. Patent Application No. 29/286,580, titled "Tie Down Tensioning Device," filed on May 11, 2007.

U.S. Patent Application No. 61/042,333, titled "Pulley," filed on April 4, 2008.

Canadian Patent Application Ref. 56526.1.4.2 Titled "pulley", Filed on April 6th, 2009

New US Patent application No.12/418,842 Titled "pulley", Filed on April 6th, 2009 Our Ref. 56526.1.4.1

Patent Applications shall also include any patent application (U.S., foreign, or international) that claims priority in whole or in part to one of the above-mentioned U.S. patent applications, including any divisionals, continuations, and continuations-in-part thereof. Patent Applications shall also include any patents that may issue from any of the above-mentioned patent applications.

GRANT

Fontaine hereby grants to Miller all of his ownership rights and privileges to the Patent Applications.

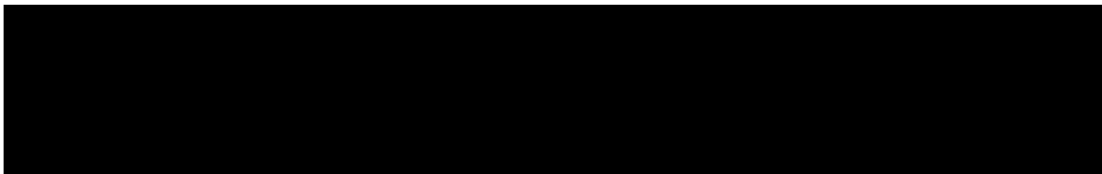
TERM

The term of this Agreement shall expire when Miller or Fontaine terminate the Agreement under the conditions set forth below.

Miller may terminate this Agreement in the event of a material breach by Fontaine of the terms of this Agreement, provided that Miller first gives Fontaine written notice of termination, specifying the grounds therefor, and Fontaine has ~~thirty~~ (10) days after such notice is given to cure the breach.

Fontaine may terminate this Agreement in the event of a material breach by Miller of the terms of this Agreement, provided that Fontaine first gives Miller written notice of termination, specifying the grounds therefor, and Miller has ~~thirty~~ (10) days after such notice is given to cure the breach.

CONSIDERATION



CONFIDENTIALITY

The parties agree to maintain discussions and proprietary information revealed pursuant to this agreement in confidence.

GENERAL PROVISIONS.

Non-Compete. Fontaine shall not engage directly or indirectly in the manufacture or marketing of any product within the Technology without expressed written permission by Miller, for a period of 2 years.

Patent Filings and Prosecuting. Fontaine is not liable for any costs relating to the filing, prosecution, and any other costs necessary to obtain and maintain a patent. This also includes, and is not limited to, patent litigation costs.

No representations or warranties regarding patents of third parties. No representation or warranty is made by Fontaine that any patents or patent applications are free from claims of infringement or patent rights of any other persons or companies.

Legal Counsel. Fontaine acknowledges that he has been advised to seek legal counsel in connection with forming this Agreement.

Indemnification. Miller hereby agrees to defend, indemnify, and hold harmless Fontaine from any claim for personal injury or infringement of intellectual property rights by a third party arising out of the sale of products within the Technology by or on behalf of Miller.

Merger and General Release. This Agreement contains the entire agreement and understanding between the parties and merges all prior discussions between them.

Waiver, Modification or Amendment. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any effect unless made in writing, signed by the party(ies) to be bound and specifying with particularity the nature and extent of such waiver, modification or amendment.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

Governing Law/Disputes. Minnesota laws apply.

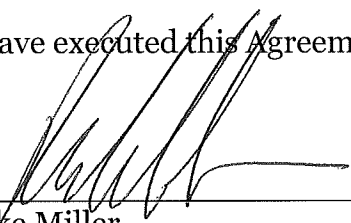
Severability. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforcement of the remaining provisions hereof.

Further Assurances. Each of the parties to this Agreement agrees to act in a manner consistent with the provisions of this Agreement, and further agrees to enter into and execute such further agreements, certificates and instruments as may be reasonable or appropriate to effectuate the terms of this Agreement.

Limitation of Liability. In no event will Fontaine be liable for lost profits, or any special, indirect, incidental or consequential damages, however caused and on any theory of liability, arising in any way in connection with this agreement.

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

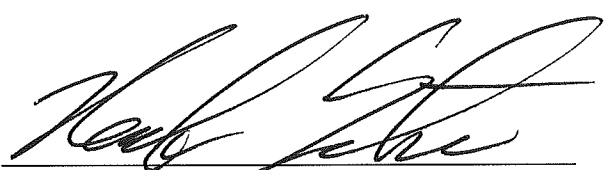
Date: 4/13/09



Mike Miller

Subscribed to and sworn to before me this
_____ day of April, 2009.

Date: 4/13/09



NORSTON FONTAINE

Subscribed to and sworn to before me this
_____ day of April, 2009.
