

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Advanced Decoy Research, Inc.	06/01/2010
RECEIVING PARTY DATA	
Name:	Primos, Inc.
Street Address:	604 First Street
City:	Flora
State/Country:	MISSISSIPPI
Postal Code:	39071
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6907688
Patent Number:	6658782
Patent Number:	6070356
Patent Number:	6698132
CORRESPONDENCE DATA	
Fax Number:	(801)799-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8017995830
Email:	slcipdocket@hollandhart.com
Correspondent Name:	L. Grant Foster HOLLAND & HART, LLP
Address Line 1:	222 South Main Street, Suite 2200
Address Line 2:	P.O. Box 11583
Address Line 4:	Salt Lake City, UTAH 84110
ATTORNEY DOCKET NUMBER:	46170.0001
NAME OF SUBMITTER:	L. Grant Foster

CH \$160.00 6907688

Total Attachments: 3

source=BRINTASSIGNMENT#page1.tif

source=BRINTASSIGNMENT#page2.tif

source=BRINTASSIGNMENT#page3.tif

**PATENT ASSIGNMENT, TRADEMARK ASSIGNMENT,
AND ROYALTY AGREEMENT**

This Patent Assignment, Trademark Assignment, and Royalty Agreement ("Agreement") is made and entered into this 1st day of June, 2010 (the "Effective Date"), by and among Advanced Decoy Research, Inc., a Tennessee Corporation ("ADR") whose address is 22856 Highway 64, P. O. Box 57, Hornsby, TN 38044, George Brint ("Brint") whose address is 22856 Highway 64, P. O. Box 57, Hornsby, TN 38044, and Primos, Inc., a Mississippi corporation ("Primos") whose address is 604 First Street, Flora, MS 39071.

RECITALS

A. ADR and Brint own several patents on certain new and useful improvements in animated decoys as described and claimed in patents number 6,070,356; 6,658,782; 6,907,688; 7,536,823; 6,698,132 and patent application number 11,900,460 (collectively as the "Invention"), which are attached as Exhibit A.

Gary W. Cook and Damon E Fielder both of Jackson, Tennessee are co-inventors to patent number 6,070,356. Cook and Fielder have assigned patent number 6,070,356 to ADR as documented on the patent.

B. ADR and Brint own a common law trademark for the name Decoy Heart ("Trademark").

C. ADR and Brint desire to convey to Primos all right, title and interest in and to the Invention, both foreign and domestic, as well as all patents, both foreign and domestic, hereafter granted on the Invention.

D. ADR and Brint desire to convey to Primos and Primos desires to obtain all right, title and interest in and to the Trademark, both foreign and domestic.

E. Primos desires to obtain all right, title and interest in the Invention as well as all right, title and interest in any and all patent applications and resulting patents, both foreign and domestic, on any Improvements relating to the Invention for use in its business to an extent determined exclusively by Primos to be appropriate. "Improvement" means any modification of the Invention, provided such modification, if unlicensed, would infringe one or more claims of any utility patent obtained for the Invention. An "Improvement" does not include any accessories or devices that may be utilized separately from the Invention, and as such would not infringe one or more claims of any utility patent obtained for the Invention.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Ownership Warranties and Representations. ADR and Brint represent and warrant that it/he owns the Invention and Trademark and has the sole right to assign the rights to the Invention and Trademark.

2. Assignment of Invention. ADR and Brint hereby sell, assign, and transfer to Primos all right, title, and interest in and to the Invention.

3. Assignment of Improvements. ADR and Brint hereby sell, assign, and transfer to Primos all right, title, and interest in and to (a) any Improvements, as defined in Recital E, made by

ADR, Brint or Primos in the Invention, and (b) any corresponding patent applications, and any patents granted on such Improvements. Primos shall retain all exclusive rights to any Improvements developed by Primos.

4. Assignment of Trademark. ADR and Brint hereby assign, and transfer to Primos all right, title and interest in and to the Trademark along with the goodwill associated with the Trademark.

5. Patent Prosecution. Primos retains the right to pursue and prosecute, to an extent determined exclusively by Primos to be appropriate, patent application number 11,900,460 additional patents, continuations, divisional and continuations-in-part to cover Improvements, and shall pay for any costs and expenses in the process. ADR and Brint will have its attorney forward the complete file history and patent application for patent application number 11,900,460 to Primos.

6. Enforcement. ADR and Brint agree to notify Primos if they see a product that infringes any claims of issued patents covering the Invention. Primos shall have the sole discretion to enforce the Invention against infringement by a third party or to take any action with respect to such infringement. Should Primos decide to enforce the Invention against infringement, ADR and Brint agree to assist Primos within reason.

7. Compensation. As consideration for the rights granted pursuant to this Agreement, Primos agrees to pay ADR/Brint as follows:

(a) Primos agrees to pay ADR/Brint a monthly royalty of three percent (3%) (the "Royalty") on the gross selling price for all sales, minus shipping and returns of articles utilizing the Invention (the "Covered Products"). Any accessories or devices that may be utilized separately from the Invention shall not be considered Covered Products and therefore, shall give rise to no royalty obligation, unless the accessory is covered by a separate royalty agreement with ADR and Brint.

(b) Should the Covered Products be sold with ancillary Primos products (e.g. a decoy is sold with a call or video as part of a unique "pack" of products that are offered at a value price – a price less than the items would be if sold separately), ADR, Brint and Primos will agree in writing via an Amendment as set forth in paragraph thirteen (13) on a pro-rated or fixed amount for a royalty to cover such a package of products. This fixed dollar royalty will be slightly lower than the average percentage amount paid on the individual Covered Products when sold separately.

(c) Royalties shall be paid for five (5) years from the date of first sale for each Covered Product. Primos agrees to document the date of first sale for each Covered Product in writing to Brint. Email or fax will suffice.

(d) Primos agrees to keep records showing the sales or other disposition of Covered Products sold or otherwise disposed of in sufficient detail to enable the Royalty payable hereunder by Primos to be determined, and further agrees to permit its books and records to be examined no more than once per quarter to verify the reports provided with the monthly royalty payments. Such examination is to be made at ADR/Brint's expense by any auditor appointed by ADR/Brint who shall be acceptable to Primos or, at the option and expense of Primos, by a certified public accountant appointed by Primos.

8. Existing Inventory. Exhibit B is an accounting of all existing inventory as of the signing of this Agreement. Primos has the option of purchasing all or part of ADR's existing inventory at the cost listed in Exhibit B by September 1, 2010. If Primos decides not to purchase the inventory, ADR agrees to destroy all remaining inventory.

9. Term. Refer to paragraph 7(c) for the Term of this Agreement.

10. Termination for Cause. Either party may cancel this Agreement if the other party is in breach of this Agreement. The breaching party must be notified in writing, (facsimile or email will suffice), and must be given thirty (30) days to cure any breach. If the breaching party does not cure within thirty (30) days, (postmark or email receipt will signify compliance), the Agreement is automatically cancelled.

11. Assignment. Except as otherwise provided herein, this Agreement is fully transferable. All terms and conditions of this Agreement shall extend to and be binding upon the heirs, personal representatives, and assigns of ADR and on the successors and assigns of Primos.

12. Attorney's Fees. In the event it becomes necessary to enforce this Agreement in a court of law, the prevailing party shall have all of its fees and expenses in connection with such enforcement paid by the non-prevailing party.

13. Amendment. The parties may only amend this Agreement by a mutual, subsequently dated, written, numbered amendment signed on behalf of both parties by their duly authorized representatives.

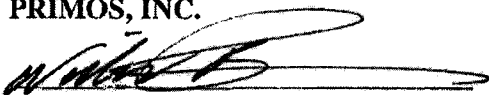
14. Entire Agreement. This Agreement constitutes the entire and exclusive written agreement between the parties. If there are any modifications to be made to this Agreement, it shall be made in writing and executed by both parties, as provided in paragraph 13.

15. Counterparts. This Agreement may be executed by facsimile signature and in two (2) or more counterparts, each of which will be deemed an original, and all of which shall constitute one and the same instrument.


16. Choice of Law. This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah. The parties hereto agree that the exclusive jurisdiction and venue for any action brought between the parties under this Agreement shall be the state and federal courts sitting in Utah, and each of the parties hereby agrees and submits itself to the exclusive jurisdiction and venue of such courts for such purpose.

IN WITNESS WHEREOF, the parties enter into this Agreement effective as of the date first written above.

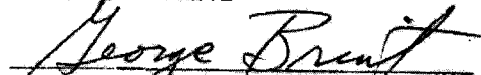
PRIMOS, INC.


Wilbur R. Primos, Director

ADVANCED DECOY RESEARCH, INC.


George Brint, President/Founder

GEORGE BRINT


George Brint