

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert Goodman	12/06/2010
RECEIVING PARTY DATA	
Name:	Ardisam, Inc.
Street Address:	1160 8th Avenue
City:	Cumberland
State/Country:	WISCONSIN
Postal Code:	54829
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12906834
Patent Number:	7832696
CORRESPONDENCE DATA	
Fax Number:	(801)578-6999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-373-8836
Email:	kgschwappach@stoel.com
Correspondent Name:	Karl G. Schwappach
Address Line 1:	33 South Sixth Street, Suite 4200
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	9932/35
NAME OF SUBMITTER:	Karl G. Schwappach
Total Attachments: 3 source=Assignment.1#page1.tif source=Assignment.1#page2.tif source=Assignment.1#page3.tif	

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PATENT

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Patent Assignment Agreement
Between Robert Goodman to Ardisam, Inc.


This Patent Assignment Agreement ("Agreement") is made and entered into this 6th day of December 2010 ("Effective Date"), by and between Robert Goodman, an individual residing in the State of Wisconsin (hereinafter "Assignor") and Ardisam, Inc., a Wisconsin Corporation (each of Assignor and Assignee hereinafter referred to as a "Party" and, collectively, as the "Parties").

WHEREAS, the Assignor is owners of the entire, right, title and interest in the Patents defined below.

NOW, THEREFORE, in consideration of certain payments to Assignor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Patents.** "Patents" means (i) U.S. Patent No. 7,832,696 entitled CAMERA MOUNTING SYSTEM; (ii) United States Patent Application No. 12/906,834; (iii) any provisional applications, divisions, continuations, continuations-in-part, extensions, reexaminations, reissues, or extensions thereof; (iv) corresponding applications and patents from countries foreign to the United States, including the right to claim the benefits of International Conventions; and (v) the inventions contained in any of the foregoing.

2. **Assignment.** Assignor hereby sells, assigns, conveys, and transfers to Assignee, its successors, and assigns, the entire right, title, and interest in and to, the Patents and the inventions in the Patents, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, including without limitation, (i) the right to sue for, and recover in Assignee's own name and that of its successors, assigns and other legal representatives, all remedies of every nature, including rights to injunctive relief, damages, profits, costs and attorneys' fees, for its own use and benefit, for past, present and future infringements of, or damage to, the Patents; (ii) to fully and entirely stand in the place of Assignor in all matters related to the Patents; (iii) the sole and exclusive right to commercialize inventions covered by the Patents; and (iv) all other rights incident to ownership of the Patents.

3. **Payments.** The aggregate purchase price for the Patents is \$2,500.00 US in cash and \$1,000.00 worth of Assignee's merchandise, measured based on ~~retail~~ value, payable on the Effective Date. Wholesale 

4. **Representations and Warranties of Assignor to Assignee.** Assignor represents and warrants to Assignee that:

A. **Title.** The Assignor owns all legally enforceable right, title and interest to the Patents free and clear of all liens, claims, encumbrances and other restrictions without an obligation to pay any royalties, license fees or other amounts to any other person or entity. The Assignor has not received and the Assignor does not have any knowledge of

any notice, claim or allegation from any person or entity questioning the right of the Assignor to use, possess, transfer, convey or otherwise dispose of the Patents.

- B. No Other Agreements. The Assignor has not (i) granted any licenses or other rights, and the Assignor has no obligation to grant any licenses or other rights, with respect to the Patents or (ii) entered into any covenant not to compete, settlement agreement, or contract limiting or purporting to limit the ability of the Assignor to exploit fully the Patents or to transact business in any market or geographical area or with any person. This Agreement will not constitute a breach of any agreement, obligation, promise or commitment by which the Assignor may be bound.
- C. Validity. There is no interference, opposition, cancellation, reexamination or other contest, proceeding, action, suit, hearing, investigation, charge, complaint, demand, notice, claim, or dispute involving the Patents pending or, to the knowledge of the Assignor, threatened against the Assignor.
- D. No Challenges. Assignor shall not take any action that impairs, contests, or tends to impair or contest, the validity or enforceability of, or Assignee's right, title and interest in, to, and under, the Patents. Assignor is hereby estopped from asserting for any reason any claim against the validity or enforceability of the Patents.
5. Assurances. The Assignor hereby agrees, at the Assignee's sole cost and expense, to execute and deliver to the Assignee, without further consideration, such documents, instruments, and assignments as the Assignee may reasonably request, and to provide such documentation and take such actions and do such things as may be reasonably requested by the Assignee to give full effect to this Agreement and to evidence, establish, maintain, or protect the Assignee's right, title and interest in and to the Patents.
6. Binding Effect. The terms and provisions of this Agreement are binding upon and inure to the benefit of the Parties hereto and their permitted successors, heirs, and assigns. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by each of the Parties hereto.
7. Governing Law. The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to the choice of law provisions thereof. Assignor consents and submits to the exclusive jurisdiction of the United States District Court for the District of Wisconsin or any state court of the State of Wisconsin, and expressly waives any and all objections to venue in any such courts.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the date written above.

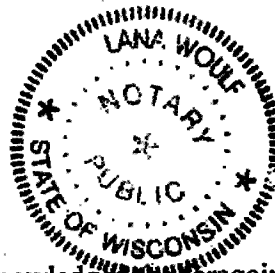
Robert Goodman (Assignor)

By: [Signature]

Title: Owner

STATE OF Wisconsin)

COUNTY OF Barron)



Before me personally appeared Robert Goodman who acknowledged the foregoing instrument to be a free act and deed and also represented that he is authorized to execute the same this _____ day of December, in the year 2010.

Lana Woulf
Notary Public

Ardisam, Inc. (Assignee)

By: [Signature]

Title: CEO