

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gary Dean Ragner	12/19/2008
RECEIVING PARTY DATA	
Name:	TACONY CORPORATION
Street Address:	1760 Gilsinn Lane
City:	Fenton
State/Country:	MISSOURI
Postal Code:	63026
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12984964
CORRESPONDENCE DATA	
Fax Number:	(314)584-4061
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	314-584-4080
Email:	Docket@splglaw.com
Correspondent Name:	THE SMALL PATENT LAW GROUP LLP
Address Line 1:	225 S. MERAMEC, STE. 725T
Address Line 4:	ST. LOUIS, MISSOURI 63105
ATTORNEY DOCKET NUMBER:	25780-0012US2
NAME OF SUBMITTER:	Christopher R. Carroll
Total Attachments: 5 source=2780-0012US2_PatentAssignmentAgreement_05JAN2011#page1.tif source=2780-0012US2_PatentAssignmentAgreement_05JAN2011#page2.tif source=2780-0012US2_PatentAssignmentAgreement_05JAN2011#page3.tif source=2780-0012US2_PatentAssignmentAgreement_05JAN2011#page4.tif source=2780-0012US2_PatentAssignmentAgreement_05JAN2011#page5.tif	

OP \$40.00 12984964

PATENT

PATENT ASSIGNMENT AGREEMENT

This Agreement is made effective as of the 19th day of December, 2008, by and between **GARY DEAN RAGNER**, an individual having an address at 711 SW 75th Street, #103, Gainesville, Florida 32607, (“SELLER”) and **TACONY CORPORATION**, a Missouri corporation having an address at 1760 Gilsinn Lane, Fenton, Missouri 63026, (“BUYER”).

WHEREAS, BUYER has agreed to buy, and SELLER has agreed to sell a certain patent and the priority documents to which the patent claims priority, including the inventions and discoveries described in the patent and priority documents;

WHEREAS, BUYER and SELLER are concurrently executing a non-exclusive license in connection with certain patent rights from the BUYER to the SELLER.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, and other valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties, agree as follows:

1. SELLER and BUYER shall be collectively referred to as the “Parties” and each will be individually referred to as a “Party”.

2. “Assigned Patents” shall mean: (a) U.S. Patent No. 7,150, 068, filed on August 12, 2003, issued on December 19, 2006, and having the title “Light-Weight Self-Propelled Vacuum Cleaner”; (b) U.S. Provisional Patent Application No. 60/403,130, filed on August 12, 2002, and having the title “Light-Weight Self-Propelled Vacuum Cleaner”; and (c) U.S. Disclosure Document No. 478,683, filed on August 17, 2000, and having the title “Counter-Rotating Beater Bar Drive for a Vacuum Cleaner, including to any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries including any continuation, divisional or reissue applications, renewals, extensions, substitutes, re-examinations, reissues or re-filings of such patents or applications.

3. In consideration of the assignment of the Assigned Patents by SELLER under the terms, conditions, representations and warrants as set forth herein, BUYER does hereby agree to, and shall, pay SELLER certain monies in accordance with the following provisions:

3.1 BUYER agrees to pay SELLER good and valuable consideration as a one time lump sum payment in the amount of \$8,000 (eight thousand) (hereafter “Patent Purchase Price”).

3.2 The Patent Purchase Price shall be paid to SELLER on or within Ten (10) business days of execution of this Agreement.

4. In consideration of the Patent Purchase Price, the receipt and sufficiency of which SELLER accepts and acknowledges, SELLER agrees to and does hereby:

4.1 Assign and convey to and confirm in BUYER all right, title and interest in and to the Assigned Patents, and to any and all inventions and discoveries described in the Assigned Patents.

4.2 Assign and convey to and confirm in BUYER the right to bring legal action and to recover damages for past infringement of the Assigned Patents.

4.3 Authorize BUYER to file, in any and all countries where permitted, additional patent applications or similar protective rights, including but not limited to reissue patent applications and utility models on any and all inventions and discoveries described in the Assigned Patents. SELLER shall provide the necessary signatures, documents, consents and the like necessary for the prosecution of such applications, patents or other protective rights from any third party in particular, including the inventors.

4.4 Authorize and request the Commissioner of Patents of the United States of America and the empowered officials for Patent Offices of all other countries to issue or transfer the Assigned Patents to BUYER, as assignee of the entire right, title and interest therein or otherwise as BUYER may direct.

5. SELLER agrees to execute and deliver to BUYER any and all documents that may be reasonably requested by BUYER in connection with completion of transfer of the Assigned Patents and recordation thereof with the appropriate government agencies.

6. SELLER agrees to provide to BUYER, within sixty (60) days of execution of this Agreement, complete copies of all files, and original Letters Patents and applications (if still in existence) to SELLER for the Assigned Patents.

7. SELLER agrees to, and does hereby, instruct all outside patent counsel and firms, who have assisted SELLER in preparation and prosecution of the Assigned Patents, to transfer to BUYER the files for the Assigned Patents that may be retained by the outside patent counsel and the firm.

8. SELLER represents and warrants to BUYER as follows:

8.1 SELLER has not knowingly conveyed to any third party any portion of the right, title or interest in the Assigned Patents, or the inventions or discoveries described in the Assigned Patents

8.2 SELLER has not knowingly licensed any or all of the Assigned Patents to any third party and has not knowingly licensed or authorized any third party to make, use or sell anything embodying or utilizing any of the inventions or discoveries presently claimed in the Assigned Patents.

8.3 SELLER is not aware of any commercial or public activity, or any other prior art that partially or wholly might invalidate any or all of the claims of the Assigned Patents.

8.4 SELLER is not aware of any reason, whether related to prior art or otherwise, that would render unenforceable, any or all of the claims of the Assigned Patents.

8.5 SELLER is not aware of any third party rights in Assigned Patents.

8.6 SELLER is the sole owner of Assigned Patents and is under no restrictions to transfer Assigned Patents.

9. Each Party represents and warrants to the other Party that it has all necessary legal right and corporate power and authority to enter into this Agreement and to perform all of the obligations to be performed by it hereunder.

10. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

11. This Agreement constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the Parties hereto, whether oral or written.

12. This Agreement may be executed in two or more identical counterparts, all of which when taken together shall constitute a single instrument.

13. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri, United States of America. The Parties agree to submit to the personal jurisdiction of the State of Missouri, United States of America, with respect to any disputes, controversies, or differences by the other Party arising from their performance of this Agreement.

Patent Assignment Agreement – Gary Dean Ragner to Tacony Corporation.
Page 4 of 4

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed and delivered this Agreement as of the date written above.

By: *Gary Dean Ragner*
Name: *Gary Dean Ragner*
Title: *CEO*
Date: *12/19/2008*
Witness: *Christie*

By: _____
Name: _____
Title: _____
Date: _____
Witness: _____

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed and delivered this Agreement as of the date written above.

By: Amy Rehm-Hinderer

Name: AMY REHM HINDERER

Title: Sr V-p, general Counsel

Date: 12/19/08

Witness: Judy Pollina

By: _____

Name: _____

Title: _____

Date: _____

Witness: _____