

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
<b>CONVEYING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Brian J. Adams</td> <td>03/03/2011</td> </tr> <tr> <td>Jack Bowman</td> <td>03/03/2011</td> </tr> </tbody> </table>		Name	Execution Date	Brian J. Adams	03/03/2011	Jack Bowman	03/03/2011						
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<b>RECEIVING PARTY DATA</b>													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Bear Archery, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>817 Maxwell Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>P.O. Box 889</td> </tr> <tr> <td>City:</td> <td>Evansville</td> </tr> <tr> <td>State/Country:</td> <td>INDIANA</td> </tr> <tr> <td>Postal Code:</td> <td>47706</td> </tr> </table>		Name:	Bear Archery, Inc.	Street Address:	817 Maxwell Avenue	Internal Address:	P.O. Box 889	City:	Evansville	State/Country:	INDIANA	Postal Code:	47706
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<b>PROPERTY NUMBERS Total: 1</b>													
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<b>CORRESPONDENCE DATA</b>													
<p>Fax Number: (317)637-7561</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 317-634-3456</p> <p>Email: dsneed@uspatent.com</p> <p>Correspondent Name: Charles J. Meyer</p> <p>Address Line 1: 111 Monument Circle, Suite 3700</p> <p>Address Line 4: Indianapolis, INDIANA 46204-5137</p>													
ATTORNEY DOCKET NUMBER:	34158-223												
NAME OF SUBMITTER:	Charles J. Meyer												
<p>Total Attachments: 5</p> <p>source=Assignment_034158-000223#page1.tif</p> <p>source=Assignment_034158-000223#page2.tif</p>													

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**PATENT**  
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source=Assignment\_034158-000223#page5.tif

## ASSIGNMENT

**Brian J. Adams of 1026 South 17th, Vincennes, Indiana 47591, United States; and  
Jack Bowman of 13989 Hwy 1078 South, Henderson, KY 42420, United States,**

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hereinafter referred to as the "Assignor," either singularly or collectively as appropriate, has created certain items of intellectual property in

### **MAGNETIC EXPANDABLE BROADHEAD,**

which include subject matter protectable under various forms of intellectual property law, for example, patents, copyrights, and/or trade secrets, hereinafter referred to as the "Intellectual Property," created by the Assignor and as, at least in part, disclosed, described, claimed, and/or intended to be in

United States Patent Application No. \_\_\_\_\_,  
which was filed on \_\_\_\_\_, (attorney docket number 034158-000221) which  
claims the benefit of U.S. Provisional Application No. 61/265,020 filed November 30, 2009 (attorney  
docket number 034158-000207),

hereinafter referred to as the "Application." In the event the application number and/or filing date of the Application are not known and/or written above at the time this Assignment is executed, the Assignor hereby authorizes and requests the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP of 111 Monument Circle, Suite 3700, Indianapolis, Indiana 46204-5137 to insert above the date and/or application number of the Application when officially known.

For good, valuable and sufficient consideration to the Assignor, the receipt of which is hereby acknowledged, the Assignor does hereby grant, assign, sell and transfer unto **Bear Archery, Inc., a Florida Corporation**, having a principal place of business at **817 Maxwell Avenue, P.O. Box 889, Evansville, IN 47706, United States**, hereinafter referred to as the "Assignee," the Intellectual Property and all rights related thereto, hereinafter referred to as the "Intellectual Property and Related Rights", which include but are not limited to the following items (i) through (v) and (a) through (c):

- (i) all of the entire worldwide right, title and interest in, to and under the Intellectual Property,
- (ii) all of the entire worldwide right, title and interest in, to and under future developments, including improvements, in the Intellectual Property,
- (iii) all of the entire worldwide right, title and interest, together with all rights of priority, in, to and under the Application,
- (iv) all of the entire worldwide right, title and interest, including the beneficial interest, together with all rights of priority, in, to and under, including the right to file, any and all applications based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, provisional, non-provisional, utility, design, industrial design, international, national/regional phase, plant and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof, and
- (v) all of the entire worldwide right, title and interest, together with all rights of priority and rights of action for infringement, in, to and under any and all patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, which include, but are not limited to, non-provisional, utility, design, industrial design, international, national/regional phase, plant, and petty patent applications, and any and all divisions, continuations, continuations-in-part, substitutes, extensions, re-examinations and reissues thereof,

in all countries, United States and foreign, and under any applicable treaty or convention, which include but are not limited to

## ASSIGNMENT

- (a) all past, present and future rights and privileges, legal, equitable and otherwise, including, to ~~the extent permissible by law, rights and privileges related to the Assignor's attorney-client relationship,~~
- (b) all past, present and future causes of action, including causes of action for infringement and misappropriation, whether committed or accruing before, on or after the effective date of this assignment, and
- (c) all past, present and future remedies for damages and profits,

as related to the Intellectual Property, future developments in the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property, future developments in the Intellectual Property, or the Application, to be held and enjoyed by the Assignee as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

To the extent not granted, assigned, sold or transferred to the Assignee by the above and for the good and valuable consideration acknowledged above, the Assignor agrees to and does hereby grant, assign, sell and transfer unto the Assignee any and all future developments, including improvements, in the Intellectual Property and Related Rights immediately and automatically upon existence.

The Assignor hereby COVENANTS AND WARRANTS that the Assignor has not executed and shall not execute any writing or perform any act whatsoever conflicting with this Assignment. This covenant and warranty includes, but is not limited to, a representation to the Assignee that no grant, assignment, sale, transfer, mortgage, license, encumbrance or other agreement affecting any portion, in whole or in part, of the Intellectual Property and Related Rights has been made to any party by the Assignor, and that the full right and authority to convey the Intellectual Property and Related Rights as herein expressed is possessed by the Assignor.

The Assignor hereby agrees that the Assignor will, in view of the good and valuable consideration acknowledged above, perform the following as relating to the Intellectual Property, the Application and the portions of any and all applications or patents based on or arising from the Intellectual Property or the Application in all countries, United States and foreign, and under any applicable treaty or convention:

- (1) communicate any and all facts and information known to the Assignor respecting the Intellectual Property and Related Rights to the Assignee and the Assignee's affiliates, legal representatives and successors;
- (2) sign, execute and deliver any and all other papers necessary or desirable to perfect the title to all of the entire right and interest, together with all rights of priority in, to and under the Intellectual Property, the Application and any and all applications or patents based on or arising from the Intellectual Property or the Application, including all rightful oaths, declarations, assignments, powers of attorney and other related papers, in and for the use of the Assignee and the Assignee's affiliates, legal representatives and successors;
- (3) testify in any legal or quasi-legal proceedings regarding any and all facts known to the Assignor relating to the Intellectual Property and Related Rights as requested by the Assignee and the Assignee's affiliates, legal representatives and successors;
- (4) act in the benefit of the Assignee, including not engaging in any acts resulting in intentional or unintentional waiver of attorney-client privileges, as relating to the Intellectual Property and Related Rights without express written authorization by the Assignee, and, in the event that there is a waiver of attorney-client privileges, assert that any partial waiver of attorney-client privileges does not constitute a total waiver of attorney-client privileges; and
- (5) generally do everything reasonable to aid in securing, maintaining and enforcing proper protection for the Intellectual Property and Related Rights in the Assignee and the Assignee's affiliates, legal representatives and successors.

## ASSIGNMENT

The Assignor hereby agrees that any partial waiver of the Assignor's attorney-client rights and ~~privileges as related to the Intellectual Property and Related Rights, whether inadvertent, willful, past,~~ present or future, will not constitute a total waiver of the Assignor's attorney-client rights and privileges.

The Assignor hereby authorizes and requests the Honorable Commissioner for Patents to issue any aforesaid patent to the Assignee and the Assignee's affiliates, legal representatives and successors.

This Assignment embodies the complete and final agreement between the parties on this subject and shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the United States, and in particular in accordance with the laws of the State of Indiana, without reference to the conflict of laws principles thereof. It is further understood that Assignor consents to the courts of Indiana in connection with any dispute arising under the Assignment.

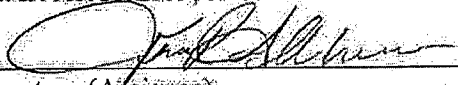
If any provision or term of this Assignment shall be ruled invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity or enforceability of the remaining provisions and terms of this Assignment, which remaining provisions and terms shall continue in full force and effect as if this Assignment had been executed with the invalid portion eliminated.

This Assignment is hereby made effective as of \_\_\_\_\_.

Assignee:

Assignee hereby accepts the sale, transfer and assignment of the Intellectual Property and Related Rights.

BEAR ARCHERY, INC.

  
\_\_\_\_\_  
Signature (Assignee)

Printed Name: JAMES R. ALLSHOUSE

Title: VP- PRODUCT DEVELOPMENT & OPERATIONS

Date: 2<sup>ND</sup> day of MARCH, 2011

ASSIGNMENT

Assignor:

Brian J. Adams  
Signature (Assignor/Inventor)

Printed Name: Brian J. Adams

Date: 3 day of MARCH, 2011

Notary:

STATE OF INDIANA

COUNTY OF Vanderburgh )  
): SS

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Brian J. Adams, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

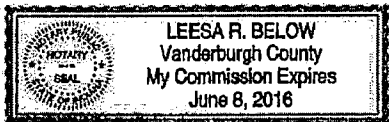
Signature (Notary Public): Leesa R. Below

Printed Name: Leesa R. Below

Date: 3 day of March, 2011

Resident of Vanderburgh County

My Commission Expires: 6-8-2016



ASSIGNMENT

Assignor:

Jack Bowman  
Signature (Assignor/Inventor)

Printed Name: Jack Bowman

Date: 3rd day of March, 2011

Notary:

STATE OF INDIANA

COUNTY OF Vanderburgh

)  
) : SS  
)

Before me, a Notary Public, in and for the County and State, personally appeared the above-named Assignor, Jack Bowman, who executed the foregoing Assignment in my presence and acknowledged the execution thereof as their free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Signature (Notary Public): Leesa R. Below

Printed Name: Leesa R. Below

Date: 3 day of March, 2011

Resident of Vanderburgh County

My Commission Expires: 6-8-2016

