

09/09/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



IEET

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To the Director of the U.S. Patent and Trademark Office, Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Stephen Scott Davis

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 12, 2011

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Sharon A. Mathews

Internal Address: 805 East 400 North

Mapleton, UT 84664

Street Address: 805 East 400 North

City: Mapleton

State: UT

Country: USA Zip: 84664

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

B. Patent No.(s)

09/13/2011 AMULLINS 00000029 7011589

United States Patent Number

40.00 OP

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: E. Gregg Tobler

Internal Address: 118 North 1600 West, Suite B

Mapleton, UT 84664

Street Address: 118 North 1600 West, Suite B

City: Mapleton

State: UT Zip: 84664

Phone Number: 801-491-6040

Fax Number: 801-491-6050

Email Address: gtobler@toblerlawoffice.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Adjustment date: 09/13/2011 AMULLINS
08/23/2011 DITBERL 00000001 07011589
01, FC: 8021

- ☐ Authorized to be charged to deposit account 40.00 OP
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

08/23/2011 DITBERL 00000001 07011589

Authorized User Name

40.00 OP

9. Signature:

Sharon A. Mathews
Signature

August 12, 2011

Date

Sharon A. Mathews

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into this 16th day of August, 2011, by and between Stephen Scott Davis ("Assignor") and Sharon A. Mathews ("Assignee"). Specific provisions and terms of the Agreement are as follows.

RECITALS

WHEREAS, Assignor patented United States Patent Number 7,011,589 titled Tri-blade broadhead with manually sharpenable trocar tip, filed on September 11, 2003;

WHEREAS, Assignor has the right to transfer the said Assigned Patent as defined above;

WHEREAS, Assignee desires to purchase the Assigned Patent from Assignor and Assignor desires to sell the Assigned Patent to Assignee;

WHEREAS, Assignor has agreed to irrevocably transfer and assign to Assignee all of its right, title and interest, in, to and under certain patent and patent applications as set forth herein;

WHEREAS, the Parties are desirous that this Agreement set forth in writing the terms and conditions upon which the Patent Assignment shall be accomplished;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and fully intending to be legally bound, the Parties do hereby agree as follows:

TERMS

1. **Consideration**: Assignor agrees to transfer to Assignee said Assigned Patent in exchange for the sum of Five Hundred and no/100 Dollars (\$500.00).
2. **Assignment**: Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers all of its right, title and interest of every kind and character through the world, including all reissues, continuations, divisions in, to and under the said Patent, to the full extent of its ownership or interest therein, including, without limitations, all rights and causes of action for infringement or misappropriation (past, present or future) of the Assigned Patent, all rights to apply for or register any of the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Patent.
3. **License**: Subject to the terms and conditions set forth in this Agreement, Assignee hereby grants to Assignor, a limited, royalty-free, fully paid-up, worldwide, non-exclusive license, to the Assigned Patents, to practice, make and use the inventions,

ideas and information embodied therein, and to make, use, offer to sell, sell, lease or import products, services, processes, methods and materials embodying or deriving from the inventions, ideas and information from the Assigned Patents solely in the conduct of their respective business and any activities derived directly therefrom subsequent to the Closing Date.

4. USPTO Form 1595: At Closing, Parties shall execute USPTO Form 1595 for filing with the United States Patent and Trademark Office.

5. Closing: "Closing" shall mean the closing of Assignee's purchase of the Assigned Patent from Assignor as contemplated by this Agreement. Such Closing shall take place on or before ~~June~~ ^{Aug} 16, 2011 (with the payment of the sales price), unless otherwise agreed by the Parties in writing ("Closing Date").

6. Taxes: Assignor and Assignee agree that this transaction may have tax consequences for both parties. Both hereby agree to recognize this transaction in connection with their individual and corporate taxes and to seek advice from counselors on all issues as appropriate and necessary. Both parties agree to hold the other harmless for any failure to recognize and pay taxes in connection with this Agreement.

7. Default: In the event that Assignee defaults on this Agreement by failing to pay either the cash (or negotiable check) pursuant to this Agreement or by otherwise breaching this Agreement, Assignor may terminate this Agreement and foreclose any interest of Assignee not already paid for. If any legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and attorney fees associated therewith.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first above written.

ASSIGNOR:

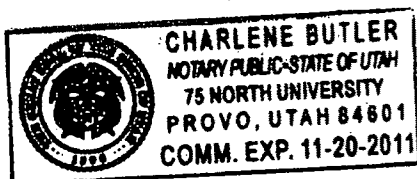

STEPHEN SCOTT DAVIS

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 16 day of August, 2011, personally appeared before me STEPHEN SCOTT DAVIS, the signer of this instrument, who duly acknowledged to me that he executed same.



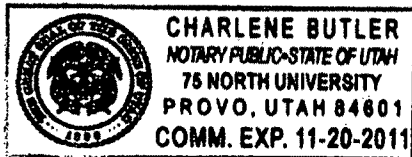

Notary Public

ASSIGNEE:

Sharon A. Mathews
SHARON A. MATHEWS

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 16 day of August, 2011, personally appeared before me SHARON A. MATHEWS, the signer of this instrument, who duly acknowledged to me that she executed same.



Charlene Butler
Notary Public