

# PATENT ASSIGNMENT

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Brandon C. Hoover	09/16/2011
Daniel R. Seymour	09/19/2011
James M. Burry	09/16/2011
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BISS Product Development LLC
<b>Street Address:</b>	200 Overhill Drive, Suite C
<b>City:</b>	Mooresville
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28117
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	D635693
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)927-0485
<b>Phone:</b>	7049270400
<b>Email:</b>	JEFFWATSON@HAMMERPATENT.COM
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Correspondent Name:</b>	Hammer & Associates, P.C.
<b>Address Line 1:</b>	3125 Springbank Lane, Suite G
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28226
<b>ATTORNEY DOCKET NUMBER:</b>	2081.15A
<b>NAME OF SUBMITTER:</b>	Jeffrey C. Watson
Total Attachments: 14 source=Assignment#page1.tif	

CH \$40.00 D635693

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**PATENT**  
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## ASSIGNMENT

Docket No. 2081.15A  
Patent No. D635,693  
Serial No. 29/335,167  
Filed: April 9, 2009

WHEREAS, UNDERSIGNED

- 1) **Brandon C. Hoover**
- 2) **Daniel R. Seymour**
- 3) **James M. Burry**

all citizens of the United States of America, residing at

- 1) 18530 Victoria Bay Drive, Cornelius, North Carolina 28031, US
- 2) 157 Castleton Drive, Mooresville, North Carolina 28117, US
- 3) 268 Stillwater Road, Troutman, North Carolina 28166, US

have invented certain new and useful improvements (INVENTION) disclosed, shown, and described in a PATENT entitled

**"LED LIGHT"**

Docket No. 2081.15A, said PATENT having been filed on April 9, 2009, and

WHEREAS, by virtue of a pre-existing obligation of assignment, the UNDERSIGNED have been under a continuous obligation since prior to the invention of the subject matter of the said PATENT to assign the said PATENT to **BISS Product Development LLC**, and

WHEREAS, **BISS Product Development LLC**, a limited liability company of North Carolina, US, having an office at 200 Overhill Drive, Suite C, Mooresville, North Carolina 28117, US (ASSIGNEE) is desirous of acquiring the entire right, title and interest in and to the INVENTION, in this and any foreign country, and in and to any Letters Patent of the United States or any foreign country which may be granted embracing the INVENTION.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, UNDERSIGNED by these presents, sells, assigns and transfers unto ASSIGNEE, its legal representatives, successors, and assigns, the entire right, title and interest for the United States and all foreign countries, in and to the INVENTION, and in and to the said PATENT, and in and to any applications for Letters Patent which have been or may be filed in any foreign country on said INVENTION, and in and to any and all priority rights generated by the filing of said PATENT in the United States or any foreign country, which may be granted covering the INVENTION, including any continuations, substitutions, divisions, reissues, or renewals thereof, said Letters Patent whether of this country or any foreign country to be held and enjoyed by ASSIGNEE for its interest, for its own use and behalf, and for its legal representatives, successors, and assigns, to the full end of the

term for which said Letters Patent may be granted as fully and entirely as the same would have been held by UNDERSIGNED had this assignment and sale not been made.

THE UNDERSIGNED covenant not to have executed and will not execute any agreement in conflict with this assignment.

IN WITNESS WHEREOF this assignment has been executed by UNDERSIGNED on the date opposite their name.

Date

9/16/2011



BRANDON C. HOOVER

State of North Carolina )

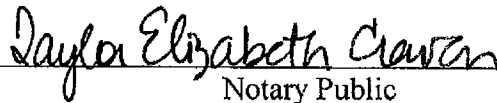
County of

Redell)

On September 16, 2011 before me a Notary Public in and for the county and state aforesaid, appeared **BRANDON C. HOOVER**, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act, and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

(Seal)



Notary Public

My Commission Expires:

11/13/2011

Date \_\_\_\_\_

\_\_\_\_\_  
**DANIEL R. SEYMOUR**

State of North Carolina )

County of \_\_\_\_\_)

On \_\_\_\_\_, 2011 before me a Notary Public in and for the county and state aforesaid, appeared **DANIEL R. SEYMOUR**, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act, and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

(Seal)

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

Date 9/16/11

  
JAMES M. BURRY

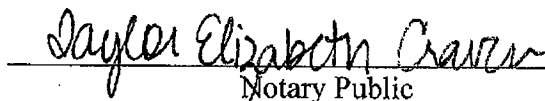
State of North Carolina )

County of Wredell )

On September 16, 2011 before me a Notary Public in and for the county and state aforesaid, appeared **JAMES M. BURRY**, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act, and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

(Seal)

  
Notary Public

My Commission Expires:

11/13/2011

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Patent No.: D635,693

In re Application of:  
Hoover, et. al.

Serial No.: 29/335,167

Filed: April 9, 2009

For: LED LIGHT

**PETITION TO ASSIGN**

Attention: Office of Assignments  
Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

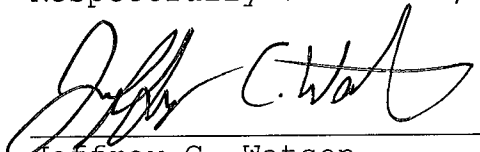
Dear Sir:

This Petition is meant to be an Assignment by way of  
Petition of the entire rights of inventor Daniel R. Seymour to  
BISS Product Development, LLC.

Mr. Seymour has refused to assign his entire interests to  
BISS Product Development, LLC in contradiction to his  
contractual obligations. In support of the pre-existing  
obligation of Mr. Seymour to assign his entire interests to BISS  
Product Development, LLC, please see the attached affidavit of  
James M. Burry, partner in BISS Product Development, LLC.

WHEREAS, BISS Product Development, LLC respectfully petitions that the entire interests of the instant Patent be assigned from Daniel R. Seymour to BISS Product Development, LLC.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey C. Watson", written over a horizontal line.

Jeffrey C. Watson  
Attorney for BISS  
Registration No. 58,612

Customer No. 29494  
**Hammer & Associates, P.C.**  
3125 Springbank Lane  
Suite G  
Charlotte, NC 28226  
Telephone: 704-927-0400  
Facsimile: 704-927-0485

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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Patent No.: D635,693

In re Application of:  
Hoover, et. al.

Serial No.: 29/335,167

Filed: April 9, 2009

For: LED LIGHT

**AFFIDAVIT OF JAMES M. BURRY IN SUPPORT OF PETITION TO  
ASSIGN**

Attention: Office of Assignments  
Commissioner for Patents  
P. O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

I, James M. Burry, declare:

1. The instant Patent was filed in April of 2009.
2. The inventors listed on the application are: Brandon C. Hoover; Daniel R. Seymour; and myself, James M. Burry.
3. Daniel R. Seymour was a partner in BISS Product Development, LLC prior to, at the time of, and for a short period after filing the instant application.

4. Under the BISS Product Development, LLC Working Agreement, Daniel R. Seymour was contractually obligated to assign all intellectual property developed to BISS Product Development, LLC. The relevant portions of the BISS Working Agreement are attached hereto as Exhibit A.
5. This contractual obligation of Mr. Seymour to assign all intellectual property developed by him to BISS Product Development, LLC is further supported by Mr. Seymour assigning his entire interests to BISS Product Development, LLC in US Patent Nos.: 7,645,083; 7,204,475; 7,845,876; and 7,850,407.
6. As a result, by virtue of a pre-existing obligation of assignment, Daniel R. Seymour has been under a continuous obligation since prior to the invention of the subject matter of the instant Patent to assign the instant Patent to BISS Product Development LLC.
7. On June 3, 2009, almost two (2) months after filing the instant application, Daniel R. Seymour sold his interests in BISS Product Development, LLC by signing an Offer to Purchase 25% Working Interest in BISS Product Development from Dan Seymour. The Offer to Purchase is attached hereto as Exhibit B.

8. The other two applicants, Brandon C. Hoover and myself, have assigned our entire interests to BISS Product Development, LLC in accordance to our contractual obligations.

9. Daniel R. Seymour has refused to assign his entire interests to BISS Product Development, LLC in contradiction of his contractual obligation.

Respectfully submitted,



\_\_\_\_\_  
James M. Burry, Partner  
BISS Product Development, LLC

Date: \_\_\_\_9/19/2011\_\_\_\_

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# **EXHIBIT A**

### **11.9. Tax Matters Partner**

**IRELAN** shall act as the "Tax Matters Partner" within the meaning of Subchapter C, Chapter 63 of the Code and as such will serve as principal representative of the Company in partnership-level administration and judicial proceedings with the Internal Revenue Service. In addition to the duty of the Tax Matters Partner to keep each Member informed of all administrative and judicial tax proceedings, the following provisions shall apply with respect to the activities of the Tax Matters Partner:

(a) The Tax Matters Partner shall not consent to an extension of the statute of limitations without the consent of the Manager and Members owning a majority of the Percentage Interests.

(b) The Tax Matters Partner shall not bring suit in any forum other than the United States Tax Court without the consent of the Manager and Members owning a majority of the Percentage Interests.

(c) Following the receipt by the Tax Matters Partner of any notice that the Internal Revenue Service intends to audit any tax return of the Company, the Tax Matters Partner shall promptly copy the Members with all further written communication to and from the Internal Revenue Service concerning any such proceeding.

(d) The Tax Matters Partner shall take all procedural steps reasonably requested in writing by the Manager and Members owning a majority of the Percentage Interests, including but not limited to requesting extensions of time in which to protest any notice of proposed deficiency and the time, date, and place of any meetings or hearings concerning the tax matters in issue.

## **ARTICLE XII**

### **PRODUCT DESIGNS AND INTELLECTUAL PROPERTY**

#### **12.1. Development of Intellectual Property**


As between the parties to this Agreement, all product designs, product inventions, and other intellectual property developed, regardless of whether such intellectual property is patented or copyrighted, becomes and remains the exclusive property of the Company.

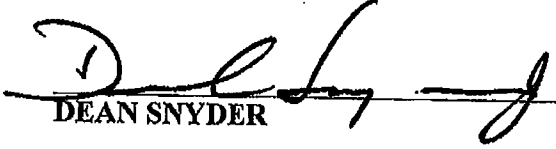
#### **12.2. Non-Commercial Ideas from Risk Racing**


All non-commercial ideas from Risk Racing become and remain the property of the Company.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals as of the day and year first above written.

**MEMBERS:**

 (SEAL)  
ROBERT E. IRELAN

 (SEAL)  
DEAN SNYDER


 (SEAL)  
JAMES M. BURRY

 (SEAL)  
DAN SEYMOUR

**COMPANY:**

**BISS PRODUCT DEVELOPMENT, LLC**, a  
North Carolina limited liability company

By:  (SEAL)  
JAMES M. BURRY, Manager

By:  (SEAL)  
DAN SEYMOUR, Manager

## **EXHIBIT B**

**OFFER TO PURCHASE 25% WORKING INTEREST IN BISS PRODUCT DEVELOPMENT  
FROM DAN SEYOUR**

BISS Product Development LLC will purchase from Dan Seymour his 25% working interest share of the company. In consideration, we will offer to pay Mr. Seymour the following:

1. Mr. Seymour will be paid a sum of \$60,000.00 on the date that this agreement is signed.
2. Mr. Seymour will be entitled to a 25% share of BISS Product Development profits for the calendar year ending on December 31, 2009 as determined by BISS accountants. The payment will be made on or before January 31, 2010.
3. Mr. Seymour will be entitled to 25% net cash proceeds from the sale of any assets/company before the end of 2009. The sale would be settled according to the BISS operating agreement, Section 7.9

Mr. Seymour for this consideration will agree to the following:

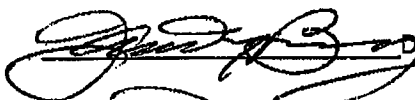
1. He will not sabotage or undermine the BISS business or its employees and managers.
2. He will fully cooperate with any transitions of contacts and information required by BISS to continue its working relationships.
3. He will maintain a "hands off" agreement with any and all employees of BISS.
4. He will, according to the BISS LLC agreement (Article XIII Paragraph 13.2) not engage in any competitive activities that would be detrimental to BISS business activities.
5. He will ensure BISS intellectual property is protected and no company secrets are divulged.
6. He will return promptly all company property including but not limited to keys, computers, telephones, software, passwords, EFT fob, etc.

BISS Product Development LLC

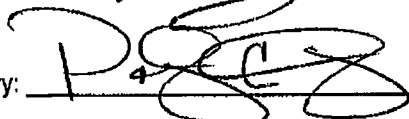
Agreed:

James Burry, Partner

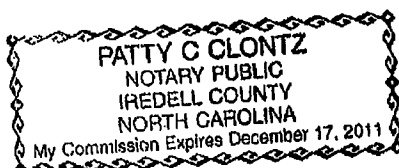
Dan Seymour

 Date: 6/15/09

 Date: 6/3/09

Notary:  6/15/09

Notary: 



**A. M. PATEL**  
**NOTARY PUBLIC**  
My Commission Expires April 30, 2010