

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Willard Haynes Sloan Jr.	06/29/2012
RECEIVING PARTY DATA	
Name:	InvisaFlow, LLC
Street Address:	1350 Bluegrass Lakes Pkwy
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30004
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7458532
Patent Number:	7748650
Application Number:	12620327
CORRESPONDENCE DATA	
Fax Number:	
Phone:	919-854-1400
Email:	spetroski@myersbigel.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	MYERS BIGEL SIBLEY & SAJOVEC, P.A.
Address Line 1:	P.O. BOX 37428
Address Line 4:	RALEIGH, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	9952-6,9952-6CT,9952-6IP
NAME OF SUBMITTER:	Stephen J. Petroski
Total Attachments: 5 source=9952-6-6CT-6IP#page1.tif source=9952-6-6CT-6IP#page2.tif source=9952-6-6CT-6IP#page3.tif source=9952-6-6CT-6IP#page4.tif source=9952-6-6CT-6IP#page5.tif	

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ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 29th day of June, 2012 (“Effective Date”), Willard Haynes Sloan, Jr., an individual residing at 510 Streamplant Rd Gallatin, Tennessee 37066 (“Sloan”), and InvisaFlow, LLC, a Georgia limited liability company having offices at 1350 Bluegrass Lakes Pkwy., Alpharetta, GA 30004 (“InvisaFlow”), (each individually referred to as a “Party” and collectively referred to as “Parties”), agree as follows:

1. Sloan is the named inventor of U.S. Patent No. 7,458,532 (“the ‘532 Patent”), U.S. Patent No. 7,748,650 (“the ‘650 Patent”), U.S. Patent Application Ser. No. 12/620,327 filed November 17, 2009 (“the ‘327 Application”), and the inventions disclosed and claimed therein (collectively, “Patents”).
2. Pursuant to any and all previous agreements, including a Membership Interest Redemption and Royalty Agreement executed by the Parties on May 18, 2010, InvisaFlow was assigned all right, title, and interest in and to the Patents for a sum of eighty thousand dollars (\$80,000) due on or before May 18, 2014.
3. InvisaFlow desires to acquire and Sloan is willing to assign to InvisaFlow all of Sloan’s right, title, and interest in and to the Patents and any inventions disclosed and claimed therein, including any and all applications for patent and patents in any and all countries, including all divisions, continuations, reissues, reexaminations, and extensions thereof and all rights of priority resulting from the filing of any patent application claiming priority to one or more of the Patents.
4. Sloan hereby transfers, grants, conveys, assigns, and relinquishes exclusively to InvisaFlow all of Sloan’s right, title, and interest in and to the Patents, the inventions claimed therein, all causes of action and right to past, present, and future damages for infringement thereof, including any and all applications for patent in any and all countries, including all divisions, continuations, reissues, reexaminations, and extensions thereof and all rights of priority resulting from the filing of any application claiming priority to one or more of the Patents,

whereby Sloan authorizes and requests any official whose duty it is to issue patents to issue any patent on said invention or resulting therefrom to InvisaFlow, or its successors, assigns, or nominees, without further consideration, but at the expense of InvisaFlow.

5. In consideration thereof, within fifteen (15) days following the Effective Date, InvisaFlow will pay to Sloan the sum of thirty thousand dollars (\$30,000.00) ("Final Payment") by check or wire transfer as a full and final payment obligation referred to in full satisfaction of InvisaFlow's payment obligation referred to in Paragraph 2 of this Agreement.
6. InvisaFlow will continue paying to Sloan, until such time as the last of the Patents expire, Royalties of nine percent (9%) on all Completed Sales of Product as such terms are defined in the Membership Interest Redemption and Royalty Agreement executed by the Parties on May 18, 2010.
7. Upon execution of this Agreement, Sloan will execute and deliver to InvisaFlow the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of InvisaFlow, such further conveyance instruments as may be necessary or desirable to further evidence the transfer of ownership of the Patents to InvisaFlow, or the original ownership of the Patents on the part of Sloan, to the fullest extent possible. Sloan further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of InvisaFlow in and to the Patents at a rate of fifty dollars (\$50) per hour and to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement to the benefit of InvisaFlow.
8. In furtherance of this Agreement, Sloan hereby acknowledges that, from the Effective Date forward, InvisaFlow has succeeded to all of Sloan's right, title, interest, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that InvisaFlow, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, interest, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and

assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as InvisaFlow, in its sole discretion, deems advisable.

9. Sloan represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning the Patents in order for the transfer and assignment of the Patents under this Agreement to be legally effective.
10. Sloan represents and warrants that, upon consummation of this Agreement, InvisaFlow shall have good and marketable title to the Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
11. This Agreement shall inure to the benefit of, and be binding on, the Parties hereto together with their respective legal representatives, successors, and assigns.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia (excluding conflicts of law rules) and of the United States. All disputes arising hereunder shall be adjudged in the state or Federal U.S. District Court in the Northern District of Georgia.
13. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein including, but not limited to, the Membership Interest Redemption and Royalty Agreement executed by the Parties on May 18, 2010.
14. IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Willard Haynes Sloan, Jr.

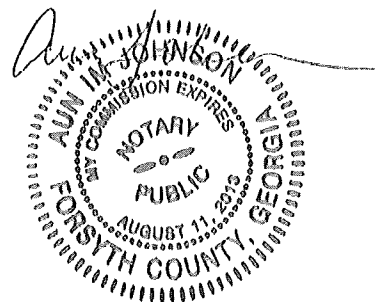
InvisaFlow, LLC

By: *Willard Haynes Sloan, Jr.*
Date: 6-29-12

By: *James B. Horton*
Date: 7/2/2012

State of Tennessee
County of SUMNER

Signed and sworn to
(or affirmed) before me on
6/29/2012 by *Willard Haynes Sloan, Jr.*



ATTACHMENT A
ASSIGNMENT

WHEREAS, Willard Haynes Sloan, Jr., an individual residing at 510 Streamplant Rd Gallatin, Tennessee 37066 ("Sloan"), is the sole named inventor in U.S. Patent No. 7,458,532 ("the '532 Patent"), U.S. Patent No. 7,748,650 ("the '650 Patent"), U.S. Patent Application Ser. No. 12/620,327 filed November 17, 2009 ("the '327 Application") and the inventions disclosed and claimed therein (collectively, "Patents"); and InvisaFlow, LLC, a Georgia limited liability company having offices at 1350 Bluegrass Lakes Pkwy., Alpharetta, GA 30004 ("InvisaFlow"), desires to own Sloan's entire right, title, and interest in and to the inventions, in all countries throughout the world, and in and to the Patents.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, Sloan hereby sells, assigns, transfers, and sets over to InvisaFlow, its lawful successors, legal representatives, and assigns, Sloan's entire right, title, and interest in and to the Patents, the inventions claimed therein, any other patent application(s) directed to the inventions, and all Letters Patent of the United States that may be granted thereon, and all divisions, continuations, reissues, reexaminations, and extensions thereof claiming priority to one or more of the Patents; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the inventions in any foreign country and all Letters Patent that may be granted on the inventions in any foreign country, and all extensions, renewals, and reissues thereof; and Sloan hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for these inventions to InvisaFlow, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment;

AND, Sloan HEREBY further covenants that Sloan has the full right to convey the rights, title, and interest assigned by this Assignment, Sloan will take all action and execute all documents

necessary to perfect the rights, title, and interest assigned hereby, and Sloan has not executed and will not execute any agreement in conflict with this Assignment;

AND, Sloan HEREBY further covenants and agrees that Sloan will, without further consideration, communicate with InvisaFlow, its successors, legal representatives, and assigns, any facts known to Sloan respecting the inventions and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the rights, interest, and title to the inventions in InvisaFlow, its successors, legal representatives, and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid InvisaFlow, its successors, legal representatives, and assigns, to obtain and enforce patent protection for the inventions in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by InvisaFlow, its successors and assigns.

IN TESTIMONY WHEREOF, each Party has caused its authorized representative to execute this Assignment.

Willard Haynes Sloan, Jr.

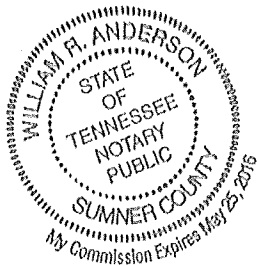
InvisaFlow, LLC

By: *Willard Haynes Sloan, Jr.*
Date: 6-29-12

By: *James B. Porter*
Date: 7/2/2012

State of Tennessee
County of SUMNER

Signed and sworn to
(or affirmed) before me on
6/29/2012 by *William R. Anderson*



Aun Im Johnson

