

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
J. Phillip Fraley	07/12/2012
John W. Davis III	07/12/2012
RECEIVING PARTY DATA	
Name:	King Kutter, Inc.
Street Address:	305 Commerce Drive
City:	Winfield
State/Country:	ALABAMA
Postal Code:	35594-9016
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13548836
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Correspondent Name:	BRADLEY ARANT BOULT CUMMINGS LLP
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Address Line 4:	HUNTSVILLE, ALABAMA 35801
ATTORNEY DOCKET NUMBER:	202873-301046
NAME OF SUBMITTER:	Angela Holt
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

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 REEL: 028546 FRAME: 0840

Attorney Docket No. 202873-301046

ASSIGNMENT

THIS AGREEMENT is entered into this 12th day of July, 2012, by and between **J. PHILLIP FRALEY** and **JOHN W. DAVIS III** ("ASSIGNOR"), and **KING KUTTER, INC.** having an office located at 305 Commerce Drive, Winfield, Alabama 35594-9016 ("ASSIGNEE").

WITNESSETH:

WHEREAS, ASSIGNOR has made a contribution and/or had involvement in the development of a "POST HOLE DIGGER," the subject of which was filed in a non-provisional patent application with the United States Patent and Trademark Office on 07/13/2012, under Serial No. 13/548,836 (the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title, and interest in and to the aforesaid Invention; and

WHEREAS, both ASSIGNOR and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

1. ASSIGNMENT

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors, and assigns, the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisionals, non-provisionals, divisionals, continuations, substitutes, renewals, reissues, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

2. REPRESENTATIONS & WARRANTIES

- A. ASSIGNOR hereby represents and warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and
- B. ASSIGNOR hereby represents and warrants, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to said invention and/or improvements and the history thereof; and generally do everything possible which the

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ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining and enforcing proper patent protection for said invention and/or improvements.

3. AUTHORIZATION

ASSIGNOR hereby authorizes and requests the Commissioner for Patents, or other issuing authority, to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns.

ASSIGNOR hereby authorizes and requests King Kutter, Inc.'s attorneys, Bradley Arant Boult Cummings LLP, located in Huntsville, Alabama, to insert, where indicated above, the serial number and filing date of the Patent Application when known.

TO BE BINDING on the heirs, assigns, representatives, and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE.

Signature: 

J. Phillip Fraley

Date: 7/12/12

COUNTY OF WALKER

STATE OF ALABAMA

BEFORE ME, the undersigned authority, on this 12th day of July, 2012, 2012, personally appeared **J. Phillip Fraley**, who acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.


Notary PublicMy commission expires on: 1-16-2013

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Signature: John W. Davis III Date: 7/12/12
John W. Davis III

COUNTY OF WALKER

STATE OF ALABAMA

BEFORE ME, the undersigned authority, on this 12th day of July,
2012, personally appeared **John W. Davis III**, who acknowledged to me that he executed the foregoing
instrument of his own free will for the purposes and consideration therein expressed.

[Signature]
Notary Public

My commission expires on: 1-16-2013