#### 502150509 12/05/2012

#### PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Michael D. Slinkard	06/23/2010
John Max Maupin	06/23/2010

#### **RECEIVING PARTY DATA**

Name:	Human Energy Concealment Systems, LLC	
Street Address:	58000 Industrial Park Rd	
City:	John Day	
State/Country:	OREGON	
Postal Code:	97845	

#### PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	12347971
Application Number:	12428763
Application Number:	12549698

#### **CORRESPONDENCE DATA**

**Fax Number**: 8008536150

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 5416869462

Email: dsalavi@northwestpatent.com

Correspondent Name: David S Alavi

Address Line 1: 2852 Willamette #402 Address Line 4: Eugene, OREGON 97405

ATTORNEY DOCKET NUMBER:	SLIN06-07-10NP
NAME OF SUBMITTER:	David S Alavi

Total Attachments: 6

PATENT REEL: 029404 FRAME: 0645 P \$120.00 12347

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## HUMAN ENERGY CONCEALMENT SYSTEMS, LLC

# ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Assignment of Intellectual Property Rights (this "Agreement"), dated and effective as of June 23, 2010, is made by Michael D. Slinkard ("Assignor") for the benefit of Human Energy Concealment Systems, LLC, an Oregon limited liability company ("Company").

### **DEFINITIONS**

"Company's Business" means the business relating to the commercialization of technologies and development of materials and products that, among other things, attenuate, suppress, or block the electromagnetic fields that naturally occur from human biological functions.

"Developments" means each of the following that is created or discovered by Assignor, separately or jointly with any other person and is related in any way to the Company's Business, whether now existing or arising, created or discovered at any time in the future:

(a) any books, articles, brochures and other original works of authorship; (b) any word, name, symbol, device or combination of those items that identifies and distinguishes the source of goods or services; (c) any know-how or trade secrets; (d) any useful processes, procedures, machines, manufacturing techniques, compositions of matter or other inventions; and (e) any other intellectual property.

"include," "includes" and "including" are not limited in any way.

"Intellectual Property Rights" means patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, publicity rights, rights of attribution, rental and licensing rights, enforcement rights and rights of remuneration, whether arising by operation of law, contract, license or otherwise, and any other intellectual property rights throughout the world, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law, and whether now existing or arising, created or discovered at any time in the future, for or associated with any Developments, and all registrations, initial applications, renewals, extensions, continuations, divisions and reissuances of any of the preceding.

"IP Assets" means the Developments and all Intellectual Property Rights.

## **BACKGROUND**

Assignor entered into an Assignment ("Assignment") dated October 30, 2009, a Right of First Refusal and Use Agreement ("RFR") dated November 1, 2009, and an Intellectual Property Sale Agreement dated October 30, 2009 ("IP Agreement"). This Agreement further supplements and clarifies the Assignment and the IP Agreement that any IP Assets that Assignor owns or controls, or has owned and controlled, or will own and control, is now owned by the Company. This Agreement is made for the purpose of confirming that Assignor is and has

transferred to Company all of Assignor' IP Assets, and the Company is the sole and exclusive owner of Assignor's IP Assets.

## **ASSIGNMENT**

- 1. Transfer. In consideration of the issuance of 77,000 Voting Units in the Company to Assignor (the "Units"), the modifications to the IP Agreement, the termination of the RFR, and other good and valuable consideration, receipt of which Assignor acknowledges, Assignor hereby sells, assigns and transfers to Company exclusively all right, title and interest in and to (a) all IP Assets owned or controlled by Assignor in existence as of the date of this Agreement; and (b) all IP Assets that Assignor discovers, develops or creates in the future so long as Assignor continues to own any of the Units (the "Term"), and those IP Assets will immediately and automatically be the sole and absolute property of Company without further action by or payment to Assignor.
- 2. Warranty. Assignor represents and warrants that the IP Assets described in Section 1(a), and on the date Assignor creates any IP Assets described in Section 1(b), Assignor will be deemed to have warranted, that: (a) Assignor has not sold, assigned, licensed, leased or otherwise transferred any right, title or interest in and to those IP Assets to any person; (b) those IP Assets are free and clear of any liens, charges, encumbrances, restrictions, claims, setoffs, licenses, defenses and counterclaims of any kind arising by or through Assignor; and (c) Assignor will no longer have any right, title or interest in and to the IP Assets. Except as set forth in the preceding sentence, Assignor conveys the IP Assets to Company without representation or warranty of any kind, and Assignor expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- Company' right, title and interest in the IP Assets and do all other things reasonably requested by Company (both during and after the Term) in order to vest more fully in Company any and all ownership rights in those items transferred by Assignor to Company under this Agreement. Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf to execute and file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of Intellectual Property Rights or other analogous protection related to the Developments with the same legal force and effect as if executed by Assignor if at any time Company is unable, after reasonable effort, to secure Assignor's signature on any letters patent, copyright or other analogous protection relating to any IP Assets, for any reason whatsoever.
- 4. <u>Work Made for Hire</u>. To the extent possible under applicable law, each copyrightable Development authored by Assignor and all related Intellectual Property Rights will be deemed a "work made for hire" and all right, title and interest in those IP Assets will vest with Company.
- 5. <u>RFR and IP Agreement</u>. The RFR is hereby terminated and has no further force or effect against or for the benefit of Assignor. Articles 3, 4, 5, and 6 and Section 8.7 of the IP Agreement are deleted in their entirety. Except for such deletions, the IP Agreement remains in

full force and effect without modification. Assignor acknowledges and agrees that no royalties or other amounts are due or will become due under the IP Agreement and that he has no rights or remedies under the RFR. Assignor forever discharges and releases the Company, its directors, officer, owners, employees, affiliates, and agents, and their respective successors and assigns, and John Max Maupin, from any claims, causes of actions, liabilities, obligations, losses, costs, expenses, and/or damages under the IP Agreement or the RFR, including without limitation the payment of any royalties or other amounts under the IP Agreement, whether contingent or liquidated, whether known or unknown, and/or whether foreseen or unforeseen, of whatever kind and based on whatever legal or equitable theory, whether in tort, contract, equity or otherwise, or under any law.

ASSIGNOR:

Michael D. Slinkard, Individually

ACKNOWLEDGED AND AGREED TO as of the date of this Agreement:

HUMAN ENERGY CONCEALMENT SYSTEMS, LLC

By: Michael D. Slinkard

Its: C

John Max Maupin, Individually

## HUMAN ENERGY CONCEALMENT SYSTEMS, LLC

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(a) any books, articles, brochures and other original works of authorship; (b) any word, name, symbol, device or combination of those items that identifies and distinguishes the source of goods or services; (c) any know-how or trade secrets; (d) any useful processes, procedures, machines, manufacturing techniques, compositions of matter or other inventions; and (e) any other intellectual property.

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### **ASSIGNMENT**

- Company to Assignor (the "Units"), the modifications to the IP Agreement, the termination of the RFR, and other good and valuable consideration, receipt of which Assignor acknowledges, Assignor hereby sells, assigns and transfers to Company exclusively all right, title and interest in and to (a) all IP Assets owned or controlled by Assignor in existence as of the date of this Agreement; and (b) all IP Assets that Assignor discovers, develops or creates in the future so long as Assignor continues to own any of the Units (the "Term"), and those IP Assets will immediately and automatically be the sole and absolute property of Company without further action by or payment to Assignor.
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- Company' right, title and interest in the IP Assets and do all other things reasonably requested by Company (both during and after the Term) in order to vest more fully in Company any and all ownership rights in those items transferred by Assignor to Company under this Agreement. Assignor hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in Assignor's behalf to execute and file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of Intellectual Property Rights or other analogous protection related to the Developments with the same legal force and effect as if executed by Assignor if at any time Company is unable, after reasonable effort, to secure Assignor's signature on any letters patent, copyright or other analogous protection relating to any IP Assets, for any reason whatsoever.
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ASSIGNOR:

John Max Maupin, Individually

ACKNOWLEDGED AND AGREED TO as of the date of this Agreement:

HUMAN ENERGY CONCEALMENT SYSTEMS, LLC

Names:

Michael D. Slinkard

Its:

CEO

RECORDED: 12/05/2012

Michael D. Slinkard, Individually