

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Ameristep Corporation	11/08/2012

RECEIVING PARTY DATA

Name:	Evolved Ingenuity, L.L.C.
Street Address:	602 Fountain Pkwy
City:	Grand Prairie
State/Country:	TEXAS
Postal Code:	75050-1440

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	6694995
Patent Number:	6820928
Patent Number:	7040333
Patent Number:	7040335
Patent Number:	7137399
Patent Number:	7178538
Patent Number:	7225823
Patent Number:	7246630
Patent Number:	7493910

CORRESPONDENCE DATA

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CH \$360.00 6694995

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ATTORNEY DOCKET NUMBER: 42869/133834-00

NAME OF SUBMITTER: Blair B. Suire

This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 6
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PATENT ASSIGNMENT

This Patent Assignment (this "*Assignment*") is made as of the 28th day of November, 2012 (the "*Effective Date*"), by and between AMERISTEP CORPORATION, a corporation organized under the laws of the State of Michigan ("*Assignor*"), and EVOLVED INGENUITY, L.L.C., a limited liability company organized under the laws of the State of Texas ("*Assignee*"). The foregoing parties may be referred to herein individually as a "*Party*" and collectively as the "*Parties*."

INTRODUCTION

A. Assignor is the owner of all right, title and interest in and to the United States Patent Application(s) and Patent(s) listed in Exhibit A attached hereto, all invention(s) described therein, and all related and corresponding rights in any jurisdiction in the world (collectively, "Patent Rights").

B. Assignor and Assignee are parties to that Definitive Purchase Agreement dated November 28, 2012 (the "Purchase Agreement").

C. Pursuant to the terms of the Purchase Agreement, Assignee shall purchase substantially all of the assets of Assignor, including, but not limited to, the Patent Rights.

NOW, THEREFORE, for and in consideration of the mutual agreements and terms and conditions stated herein, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby assign, set over, transfer, convey, and deliver to Assignee all of Assignor's right, title and interest in, to and under the Patent Rights presently existing, which includes all rights contained therein or arising therefrom and any related or corresponding United States provisional or non-provisional application embodying the inventions or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or to any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, and continuations-in-part thereof, and all Patents of the United States that may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs that may hereafter be filed for said Patent Rights in any country or countries other than the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the Patent Rights in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, and all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due

and/or payable under and with respect thereto, the same to be held and enjoyed by Assignee, its successors and assigns, forever, with full substitution and subrogation in and to all rights and actions which Assignor has or may have, free and clear of all mortgages, liens, pledges, charges, leases, security interests, encumbrances, and other adverse claims of any kind, or other contracts to give any of the foregoing. Assignee does hereby accept the assignment by Assignor.

2. Full Ownership. Assignor agrees that Assignee will hold all right, title and interest to the Patent Rights, which are for Assignee's own use and the use of its successors, legal representatives and assigns, as fully and exclusively as the Patent Rights would have been held and enjoyed by Assignor had the assignment hereunder not been made, and Assignor shall not contest Assignee's ownership of the Patent Rights, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. No Assumption of Liability. Assignee does not hereby assume or agree to pay or perform, and Assignee shall not be liable for, any of Assignor's obligations whatsoever, including without limitation those under the Patent Rights and those resulting from any acts of Assignor or other parties, whether arising on, after, or prior to the Effective Date.

4. Attorney-in-Fact. As of the Effective Date, Assignor hereby constitutes and appoints Assignee the true and lawful attorney of Assignor, with full power of substitution, in Assignor's name and stead or otherwise, for Assignee's own account and benefit: (i) to demand and receive payments and otherwise enforce the provisions of all intangible assets related to the Patent Rights; (ii) to give receipts and releases for and in respect of the same; (iii) to institute and prosecute, in the name of Assignor or otherwise, any and all legal or administrative proceedings which Assignee may deem proper in order to assert or enforce any claim, right or title in and to any of the Patent Rights; (iv) to defend or compromise any and all actions, suits or proceedings in respect of any of the Patent Rights; and (v) to give such notices and to do all such acts and things in relation to the Patent Rights as Assignee shall deem desirable. Assignor acknowledges that the agency and powers hereby granted are coupled with an interest and are, and shall be, irrevocable by Assignor in any manner or for any reason.

5. Issuance of Patent Documents to Assignee. Assignor hereby authorizes, requests, and directs the U.S. Commissioner of Patents and Trademarks, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, including without limitation Certificates of Registration relating to the Patent Rights, to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument. Assignor and Assignee hereby acknowledge and agree that Assignee will file this Assignment with the United States Patent and Trademark Office to effectuate the assignments granted herein.

6. Miscellaneous Provisions. This Assignment shall inure to the benefit of Assignor and Assignee and their respective heirs, legatees or assigns. This Assignment shall be governed by the laws of the state of Louisiana, without regard to conflicts of laws. Each Party consents to personal jurisdiction of the courts of the State of Louisiana over any dispute concerning the rights conveyed in this Assignment. To the extent either Party institutes litigation to enforce its rights under this Assignment, the non-prevailing party shall be obligated to reimburse the

prevailing party for all costs and expenses (including reasonable attorneys' fees) incurred by the prevailing party in connection therewith.

7. Enforceability. Assignor hereby represents and warrants that the Purchase Agreement and the Patent Rights are in full force and effect and have not been modified amended or changed in any manner whatsoever.

8. Right to Execute. Assignor hereby covenants and agrees that: (i) it has the full right to convey the entire interests herein assigned; (ii) it has not executed, and will not execute, any agreement in conflict herewith; (iii) no consent, order, authorization, approval, declaration of or filing with any entity or person is required in connection with the execution, delivery, enforceability, validity or performance of this Assignment; and (iv) the execution, delivery and performance of this Assignment will not result in any violation of, be in conflict with, or constitute a default under any contract, agreement or instrument to which the Assignor is a party.

9. Counterparts. Each of the Parties agrees that this Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

10. Further Assurances. For the better assuring and confirming in Assignee of its rights in and title to the Patent Rights, Assignor shall do or cause to be done all such further acts, and shall execute and deliver or cause to be executed and delivered all such further assignments, powers of attorney and assurances, as Assignee shall reasonably require.

11. Purchase Agreement. This Assignment is being executed and delivered pursuant to, and is subject to, the terms, conditions, and covenants set forth in the Purchase Agreement. The Purchase Agreement is incorporated herein and made a part hereof by reference. Nothing in this Assignment supercedes, expands, or extinguishes any of the obligations, agreements, covenants, or warranties of the parties contained in the Purchase Agreement. If any conflict exists between this Assignment and the Purchase Agreement, then the terms of the Purchase Agreement shall control.

12. Joint Drafting. This Assignment will be deemed to have been drafted jointly by Assignor and Assignee. In the event of any ambiguity, or issues with the interpretation of this Assignment, there will be no adverse presumption that either Assignor or Assignee were responsible for the drafting of this Assignment, or the provision in question.


13. Waiver of Bulk Sales Laws. The Parties waive compliance with all applicable provisions, if any, of bulk sales laws.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]


IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Assignment as of the Effective Date first above written.

ASSIGNOR:

AMERISTEP CORPORATION

BY: 
Name: Brett L. Weber
Duly Authorized Officer

On this 8th day of November, 2012, in Genesee County, Michigan, Brett L. Weber personally appeared and acknowledge that he executed the foregoing Assignment on behalf of Assignor and pursuant to authority duly received.


Notary Public
Printed Name: _____
Notary Number: _____


JULIE K. KNIEBBE
Notary Public, State of Michigan
County of Saginaw
My Commission Expires Jun. 19, 2013
Acting in the County of Genesee

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Assignment as of the Effective Date first above written.

ASSIGNEE:

EVOLVED INGENUITY, L.L.C.

BY:


Name: RYAN BUSBICE
Duly Authorized Officer

On this 16 day of November, 2012, in Baton Rouge, Louisiana, Ryan Busbice, personally appeared and acknowledge the he executed the foregoing Assignment on behalf of Assignee and pursuant to authority duly received.


Notary Public

Printed Name: Sunny Mayhall Delacour
Notary Number: 339108

**EXHIBIT A
TO PATENT ASSIGNMENT**

1. U.S. Patent No. 6,694,995 for "Rapidly-Opening Hunting Blind" issued February 24, 2004.
2. U.S. Patent No. 6,820,928 for "Low-Profile Seat with Relocatable Backrest" issued November 23, 2004.
3. U.S. Patent No. 7,040,333 for "Collapsible Enclosure with Interchangeable and Reversible Covering Elements" issued May 9, 2006.
4. U.S. Patent No. 7,040,335 for "Scent Containment System for Hunting Blinds" issued May 9, 2006.
5. U.S. Patent No. 7,137,399 for "Collapsible Structure with Top Supporting Elements" issued November 21, 2006.
6. U.S. Patent No. 7,178,538 for "Portable, Selectively-Reversible Enclosure" issued February 20, 2007.
7. U.S. Patent No. 7,225,823 for "Collapsible Enclosure with 3-Dimensional Trim Elements" issued June 5, 2007.
8. U.S. Patent No. 7,246,630 for "Tree Stand Hunting Blind" issued July 24, 2007.
9. U.S. Patent No. 7,493,910 for "Scent Containment System for Hunting Blinds" issued February 24, 2009.

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