

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Diamond Wildlife Feeders, Ltd.	08/31/2012
RECEIVING PARTY DATA	
Name:	Ingram Fog, LLC
Street Address:	700 Lavaca Street, Suite 1300
Internal Address:	c/o Bryan Lee
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12079882
Application Number:	12315245
Application Number:	12079881
Application Number:	12925449
Patent Number:	7849816
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	klarocca@dbcllp.com
Correspondent Name:	William D. Wiese
Address Line 1:	700 Lavaca Street, Suite 1300
Address Line 4:	Austin, TEXAS 78701
ATTORNEY DOCKET NUMBER:	3927-1
NAME OF SUBMITTER:	William D. Wiese

Signature:	/William D. Wiese/
Date:	04/26/2013
Total Attachments: 5 source=Diamond Wildlife to Ingram Fog ASSIGNMENT#page1.tif source=Diamond Wildlife to Ingram Fog ASSIGNMENT#page2.tif source=Diamond Wildlife to Ingram Fog ASSIGNMENT#page3.tif source=Diamond Wildlife to Ingram Fog ASSIGNMENT#page4.tif source=Diamond Wildlife to Ingram Fog ASSIGNMENT#page5.tif	

PATENT ASSIGNMENT

This Patent Assignment (this "Assignment"), effective as of August 31, 2012 (the "Effective Date"), is entered into by and between **DIAMOND WILDLIFE FEEDERS, LTD.**, a Texas limited partnership ("Assignor"), and **INGRAM FOG, LLC**, a Texas limited liability company ("Assignee"). Assignor and Assignee are each a "Party" and collectively the "Parties".

WHEREAS, Assignor and Assignee are, among others, parties to that certain Asset Purchase Agreement dated as of August __, 2012 (the "Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the "Assets" as defined in the Agreement;

WHEREAS, Assignor is the owner of the entire right, title and interest in, to and under the patents and pending patent applications identified and set forth on Exhibit A hereto and that constitute "Assets" under the Agreement (collectively, the "Patents"); and

WHEREAS, Assignor now agrees to assign to Assignee the entirety of Assignor's right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee and its successors, assigns and nominees forever, without any restrictions, reservations or limitations, any and all of Assignor's entire right, title and interest in and to the Patents, including without limitation:

- a. All inventions that are disclosed in the Patents;
- b. Any reissue applications related to the Patents that have been filed in the United States;
- c. All rights, priorities and privileges of Assignor provided under the laws of the United States;
- d. All rights to sue at law or in equity for any infringement, impairment or other unauthorized use or conduct in derogation of the foregoing rights occurring prior to the Effective Date, including the right to receive all proceeds and damages therefrom; and
- e. Any and all rights to obtain re-examinations, extensions or other legal protections pertaining to the foregoing rights (the rights in Section 1, collectively the "Assigned Rights").

2. Assignor shall, without further consideration, comply with a reasonable request by Assignee, at Assignee's expense, to execute promptly any additional documents provided by Assignee and to take promptly any further action necessary to protect, secure and vest good, valid and marketable title to the Assigned Rights in Assignee.

3. Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, as of the Effective Date, Assignor is the sole and lawful owner of the entire right, title and interest in and to the Assigned Rights, and that the same is

unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

4. The Parties agree that the Assignor's representations, warranties and obligations with respect to the Patents shall be as set forth in the Agreement and shall survive the execution of this Assignment.

5. Assignee, and its successors and assigns, shall have the right to hold the Assigned Rights for and during the existence of the term and life of such Assigned Rights, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Notwithstanding the foregoing, Assignee may elect, in its sole discretion, whether or not to pay any maintenance fees due in connection with the Assigned Rights and, if it elects to pay maintenance fees, it has the sole obligation to make such payments.

6. The Parties agree that if any term or provision of this Assignment is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, then such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Assignment, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Assignment. If any provision or part thereof of this Assignment is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

7. This Assignment may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each Party and received by the other Party.

8. This Assignment may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Assignment shall be binding unless it is in writing and signed by all Parties.

9. Assignor requests the Commissioner of Patent and Trademarks to assign the Patents to Assignee, as the Assignee of the Patents and any Letters Patent to be issued thereon, for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment on this ____
day of August, 2012.

ASSIGNOR:

DIAMOND WILDLIFE FEEDERS, LTD., a Texas
limited partnership

By: Consolidated Managed Assets, LLC, its
general partner

By: *By MR*
Consolidated Managed Assets, LLC
Name: *MANAGING GENERAL PARTNER*
Title: _____

ACKNOWLEDGED AND ACCEPTED this Patent Assignment from Assignor on this
day of August, 2012.

ASSIGNEE:

INGRAM FOG, LLC, a Texas limited liability
company

By:

Randy Russell
Randy Russell, Manager

Place of Execution:

Kennville, TX
Kerr County

EXHIBIT A

**DIAMOND WILDLIFE FEEDERS, LTD.
PATENT PORTFOLIO
August 2, 2012**

Patent or Application No.	Title
12/079,882	Digitally Timed Feeder and Method of Using Same
12/315,245	Multi-Finger Spinner and Method of Using Same
12/079,881	Directional Control Feeder with Self Closing Door and Method of Using Same
12/925,449	Varmit Guard Feeder and Method of Using Same
7,849,816	Varmit Guard Feeder and Method of Using Same

- Some of the patent applications may have been abandoned