

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Micheal C Cochard	06/01/2010
RECEIVING PARTY DATA	
Name:	Soft Tissue Therapy Tools, Inc
Street Address:	8499 Evergreen Ave.
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46240
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D616107
CORRESPONDENCE DATA	
Fax Number: <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	0906-01A
NAME OF SUBMITTER:	Robert S Linne
Signature:	/Robert S Linne/
Date:	05/28/2013
Total Attachments: 2 source=AssignPat1#page1.tif source=AssignPat1#page2.tif	

OP \$40.00 D616107

## ASSIGNMENT OF PATENT

**THIS ASSIGNMENT AGREEMENT**, Effective the first day of June, 2010, is by and between Michael C. Cochard (the "Inventor"), an individual residing in the city of Indianapolis, State of Indiana, and Soft Tissue Therapy Tools, Inc. (the "Company"), a Corporation of Indiana, having its primary place of business at 8499 Evergreen Ave., Indianapolis, Indiana 46240 (collectively the "Parties").

**WHEREAS**, Inventor has invented an improved Soft Tissue Therapy Tool and has been granted United States Letters Patent No. D616,107 on May 18, 2010 (the "Patent"), and

**WHEREAS**, Company desires to acquire all right, title and interest in the Patent, and Inventor wishes to sell his entire interest in the Patent to Company,

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Inventor hereby sell, assign, and transfer to Company, and its successors, representatives and assigns, all right, title and interest in and to the Patent, including any and all reexaminations, extensions and reissues thereof, to the full end of the term for which the Patent is granted.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Company shall pay to Inventor the sum of \$1.00 and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged.
3. *Inventor's Representations and Warranties.* Inventor hereby represents and warrants that:
  - i) He has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patent to the Company,
  - ii) He has not executed any other agreement that would conflict with the terms of this Agreement, nor shall he execute any such agreement in the future, and
  - iii) To the best of Inventor's knowledge, the Patent is valid and enforceable as of the date of this Agreement. Inventor makes no representations or warranties as to the validity or enforceability of the Patent subsequent to the date of this Agreement.
4. *Patent Status.* Company hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patent is invalid or unenforceable shall not give rise to a cause of action against Inventor under this Agreement, unless Inventor has committed fraud in executing this Agreement.

5. *Further Actions.* Inventor hereby agrees to execute any further documents or agreements and to take any further actions necessary to aid Company in perfecting its interest in the Patent and in enforcing any and all protections or privileges deriving from the Patent.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Indiana, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
10. *Entire Agreement.* This Agreement constitutes the entire agreement between Inventor and Company, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the day and year first above written.

**Inventor: Micheal C. Cochard**

Signature

**Company Soft Tissue Therapy Tools, Inc.**

By: Signature

Print Name & Title

*[Handwritten Signature]*  
 JEFFREY S. LINN - *President*  
*General Mgr.*