## 502527502 10/10/2013

#### PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2572739

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DANIEL A. BADUR	10/09/2013
KENNETH STELMASZEK	10/09/2013
JAMES L. MECKLEY	10/09/2013

## **RECEIVING PARTY DATA**

Name:	FISHING ABILITIES, INC.
Street Address:	22770 ADAMS RD
City:	SOUTH BEND
State/Country:	INDIANA
Postal Code:	46628

# PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13101682

#### **CORRESPONDENCE DATA**

**Fax Number**: (713)800-5699 **Phone**: 713.800.5700

Email: SMDdocket@smd-iplaw.com

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

Correspondent Name: SUTTON MCAUGHAN DEAVER PLLC

Address Line 1: THREE RIVERWAY

Address Line 2: SUITE 900

Address Line 4: HOUSTON, TEXAS 77056

ATTORNEY DOCKET NUMBER:	1062.00001.US00
NAME OF SUBMITTER:	KAY HAGGARD, PARALEGAL
Signature:	/Kay Haggard/
	PATENT

■ PATENT 502527502 REEL: 031378 FRAME: 0975

P \$40.00 13101682

Date:	10/10/2013
Total Attachments: 5 source=1062-001us_exAssign_dated#page source=1062-001us_exAssign_dated#page source=1062-001us_exAssign_dated#page source=1062-001us_exAssign_dated#page source=1062-001us_exAssign_dated#page	2.tif 3.tif 4.tif

PATENT REEL: 031378 FRAME: 0976

# ASSIGNMENT AND/OR RATIFICATION OF ASSIGNMENT OF INTELLECTUAL PROPERTY

WHEREAS, We, the undersigned, hereafter individually and collectively, "Assignor," have jointly invented and developed certain new and useful methods, devices, and/or systems that are disclosed, taught and/or claimed in one or more of the applications for patent listed below, entitled "Fishing System for Physically Challenged" (hereafter, collectively, "Application").

Country	Application Number	Filing Date
U.S.	13/101,682	05/05/2011

WHEREAS, Fishing Abilities, Inc., a Corporation organized and existing under the laws of the state of Indiana, hereafter "Assignee," to the extent not already transferred to Assignee by an existing assignment obligation from us or by a prior written agreement and/or other legal relationship between Assignee and Assignor, is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of: a) the Application and all rights thereto; b) the subject matter disclosed, taught and/or claimed in the Application; and c) all tangible materials and intangible information concerning the Application and its subject matter, including but not limited to, copyrighted materials, know-how, confidential and proprietary information and trade secrets (hereafter, collectively, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which We hereby acknowledge, **Assignor** and **Assignee** agree as follows.

Ratification of Prior Assignment. Assignor hereby ratifies and acknowledges their prior assignment to Assignee of the aforesaid Intellectual Property, which assignment transferred the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right described herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights described herein; all as fully and entirely the same as would have been held and enjoyed by **Assignor** if the transfer and assignment described herein had not been made.

Page 1 of 5

- Present Assignment. To the extent Assignor has not already assigned to Assignee all or any of the aforesaid Intellectual Property, Assignor does hereby assign, transfer and forever convey, to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession and use of, the aforesaid Intellectual Property, in all countries, regions and political subdivisions throughout the world, including without limitation, as applicable, the right to claim priority thereto or benefit thereof in all future applications for patent; the right to file and prosecute all related applications in the United States, in any foreign country or with any application filing convention or treaty, disclosing and/or claiming the Intellectual Property, in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, continuation-in-part applications, renewals, reissues, reexaminations, substitutes or extensions thereof; the right to all patents or other related property right that may be issued or granted thereon anywhere in the world; the right to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or other right transferred herein; the right to all causes of action (either in law or in equity); the right to sue, counterclaim, and recover for past, present and future infringement of the rights transferred herein; all as fully and entirely the same as would have been held and enjoyed by Assignor if the transfer and assignment had not been made.
- 3. <u>Issuance to Assignee</u>. Assignor hereby authorizes and requests the appropriate governmental official to issue any and all patents, certificates, registrations, grants or related property right assigned hereunder, to **Assignee**, as the owner of the entire and exclusive right, title and interest in and to the same.
- **4.** Warranty of Title. Assignor hereby represents, warrants and covenants that Assignor had the full right to convey the interest herein ratified and/or has the full right to convey the interest herein assigned; that Assignor has not executed and will not execute any agreement, instrument or assignment in conflict herewith; and that the rights ratified and/or assigned herein are not subject to any other grant, license or right, or otherwise encumbered.
- 5. Further Actions. Assignor hereby covenants and agrees that Assignor will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, powers of attorney, assignments, and other documents; and do all lawful acts and things, which, in the opinion of Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns, the property ratified or transferred herein; and that Assignor will execute any application for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, correction, substitute or extension of said Intellectual Property or any resulting patent or related property right. Assignor covenants and agrees that Assignor will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Application and Intellectual Property known to him/her, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.
  - 6. Confidentiality. Assignor hereby covenants and agrees to maintain as

Page 2 of 5

confidential all non-public aspects and details of the **Intellectual Property** unless and until such time as such aspects or details become publicly known through no fault of **Assignor**. **Assignor** agrees and understands that this obligation of confidentiality continues to exist regardless of whether Assignor is employed by **Assignee** or not. **Assignor** agrees and understands that this obligation of confidentiality is supplemental to all other obligations of confidence that **Assignor** may now or hereafter owe to **Assignee**.

- 7. Assignee as Attorney-in-fact. To the extent Assignor is unavailable, unable or unwilling to execute and/or deliver any instrument described in paragraph 5, Assignor hereby appoints each officer of Assignee, and specifically appoints Assignee's general counsel whether or not an officer, as his/her/their limited attorney in fact for the sole and limited purpose of executing such instrument.
- 8. <u>No Challenge</u>. Assignor hereby covenants and agrees that Assignor will never challenge or aid the challenge by another of the validity or enforceability of the **Intellectual Property** ratified or transferred hereunder.
- 9. <u>Choice of Law</u>. Assignor hereby covenants and agrees that the laws of the State of Missouri shall control the interpretation and effect of this document and without application of that state's laws concerning conflict of law.
- 10. <u>Severability</u>. Assignor and Assignee hereby agree that this agreement is severable in the event one or more clauses, covenants or obligations set forth in this agreement are found to be invalid or unenforceable by a court of competent jurisdiction. **Assignor** and **Assignee** hereby agree that those clauses, covenants and obligations that are not found to be invalid or unenforceable shall be enforced as if the severed clause, covenant or obligation had never existed.
- 11. Legal Counsel ASSIGNOR UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER IN-HOUSE LEGAL COUNSEL FOR ASSIGNEE NOR OUTSIDE LEGAL COUNSEL REPRESENTING ASSIGNEE CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT, REPRESENT THE INTERESTS OF ASSIGNOR, OR ANY OF THEM, CONCERNING THIS AGREEMENT OR THE INTELLECTUAL PROPERTY REFERENCED IN THIS AGREEMENT. ASSIGNOR FURTHER ACKNOWLEDGES AND AGREES THAT HE/SHE/THEY HAVE HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF HIS/HER/THEIR OWN CHOOSING AND AT HIS/HER/THEIR OWN COST CONCERNING THE EFFECT AND PURPOSE OF THIS AGREEMENT AND THE SCOPE OF THE RIGHTS TRANSFERRED HEREUNDER, AND THAT ASSIGNOR VOLUNTARILY AND WITHOUT RESERVATION OF ANY KIND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

IN WITNESS WHEREOF, Assignors have hereunto set his/her/its hand and seal.

Page 3 of 5

ASSIGNOR Signature  DANIEL A. BADUR  Name and Title	
Address	
10/9/20/3 Date of Execution	
ASSIGNOR	
Signature	
KENNETH STELMASZEK	
Name and Title	
Address	

Fishing Abilities, Inc.

JAMES L. MECKLEY
Name and Title

Page 5 of 5

**PATENT REEL: 031378 FRAME: 0981** 

**RECORDED: 10/10/2013**