

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2712415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SHORT FORM LICENSE AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENT ROESSLER	02/03/2014
RECEIVING PARTY DATA	
Name:	FLEXXIFINGER USA, INC.
Street Address:	501 FIRST AVE EAST
Internal Address:	C/O FLEXXIFINGER QC INDUSTRIES INC.
City:	ASSINIBOIA, SK
State/Country:	CANADA
Postal Code:	S0H 0B0
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61233634
Application Number:	13955766
Patent Number:	8534371
CORRESPONDENCE DATA	
Fax Number:	(612)632-4444
Phone:	(612) 632-3375
Email:	trademark@gpmlaw.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	LORI L. WIESE-PARKS
Address Line 1:	P.O. BOX 2906
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402-0906
ATTORNEY DOCKET NUMBER:	303670
NAME OF SUBMITTER:	CYNTHIA HEFFERAN, PARALEGAL
Signature:	/Cynthia Hefferan/

PATENT

Date:

02/04/2014

Total Attachments: 7

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SHORT FORM LICENSE AGREEMENT

THIS SHORT FORM LICENSE AGREEMENT is made and entered into on February 3, 2014 between Robo MFG, LLC a Minnesota Limited Liability Company with its principal place of business at 5160 Viking Blvd., Anoka, MN 55303, Anoka, MN ("Robo"), Kent Roessler, a U.S. citizen residing at [5160 Viking Blvd., Anoka, MN, 55303 ("Roessler"), (collectively, the "Licensor"), and Flexxifinger USA, Inc., a ("Licensee"), a South Dakota business corporation with its mailing address c/o Flexxifinger QC Industries Inc. in 501 First Ave East Assiniboia, SK, Canada S0H 0B0.

RECITALS

The parties have entered into a License Agreement under which the Licensor has licensed to the Licensee certain Intellectual Property including, without limitation, the Inventions and Technology described in the Patents set forth on Schedule A attached hereto.

The License Agreement includes a security interest granted to the Licensee in the Intellectual Property of the Business, including the Patents, to secure the Licensor's payment or performance of its Secured Obligations under the License Agreement.

The parties desire to memorialize and file with appropriate governmental authorities this Short Form License Agreement setting forth the principal terms of the License Agreement executed contemporaneously herewith and to perfect the Licensee's interests under the Security Interest granted in the License Agreement.

NOW THEREFORE, the parties agree that the following terms accurately represent principal terms of the License Agreement, but in the event of any inconsistency between this Short Form License Agreement and the License Agreement executed contemporaneously herewith, the terms of the License Agreement shall control.

1. **DEFINITIONS.** All capitalized terms in this Short Form License Agreement have the meaning ascribed to them in the License Agreement.

2. **LICENSE TERMS AND TRANSFER OF OWNERSHIP**

2.1 **License Grant.** The Licensor hereby grants to Licensee, a non-transferable, perpetual and irrevocable exclusive license for the Territory, subject to the terms and conditions of this Agreement, to manufacture, make, use, distribute, market, offer for sale, and sell the Products and to use and enjoy the Patent, Improvements, Trademark, Copyright, Technology and all other Intellectual Property related to the foregoing.

2.2 **Scope of License.**

(a) The license extends to Licensee, and this license and the License Agreement is assignable by the Licensee, without the Licensor's consent

to the Licensee's Affiliates or a Related Party or to any other third party that succeeds to all or substantially all of Licensee's assets, provided that such assignee or transferee agrees in writing to be bound by the terms and conditions of the License Agreement. Subject to the above preauthorized assignments, neither this Agreement nor the rights under this Agreement may be assigned by either Party without prior written consent of the other Party.

- (b) The Licensee shall be entitled to sublicense Affiliates or Related Persons without the Licensor's consent to manufacture, make, use, distribute, market, offer for sale, and sell the Products and to use and enjoy the Patent, Improvements, Trademark, Copyright, Technology and all other Intellectual Property related to the foregoing. No other right to sublicense is granted.
 - (c) The Licensee shall be entitled to appoint manufacturers, distributors and dealers without the Licensor's consent to manufacture, make, use, distribute, market, offer for sale, and sell the Products and to use and enjoy the Patent, Improvements, Trademark, Copyright, Technology and all other Intellectual Property related to the foregoing.
- 2.3 Good Will. Any and all good will associated with the Business and the Patent, Improvements, Trademark, Copyright, Technology and all other Intellectual Property associated with the foregoing is hereby exclusively licensed to Licensee, the ownership of which will fully and automatically transfer to and vest in the Licensee at such time as the Maximum Amount is paid by the Licensee to the Licensor.
- 2.4 Patent Marking. Licensee shall mark patented or patent-pending products covered by this Agreement with "US PAT NO. 8,534,371 B2 AND PAT PENDING" or other patent information provided by the Licensor.
- 2.5 Term of License and Transfer of Ownership.
- (a) Term and Renewal. Unless otherwise stated herein, this Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years and will automatically be renewed for successive one (1) year periods. This Agreement shall expire simultaneously with the expiration of the longest-lived patent issuing from the application for the Patent, unless sooner terminated by the parties pursuant to the terms of this Agreement. Licensee may terminate the Agreement by giving notice in writing to the Licensor two calendar months prior to the last day of the initial term or a renewed term.
 - (b) Full Payment and Transfer of Ownership. At such time as the earlier of: the Licensee having paid the Maximum Amount in license fees and royalties to the Licensor; and the Patent expires, and the Licensee has not

committed a breach of this Agreement, the Licensor will immediately assign and transfer, or cause to be assigned and transferred to the Licensee, free and clear of all Encumbrances, the Patent, the Improvements, the Trademark, the Copyright, the Technology and all Intellectual Property and good will related any of the foregoing or the Business, following which this Agreement shall terminate except for the provisions of this Agreement which by their nature or in order to preserve rights under this Agreement are required survive such termination. In connection with such transfer and assignment, the Licensor shall do all such things, and sign and deliver to the Licensee any transfer, assignment, deed, conveyance or any other document, agreement, certificate, resolution or thing and provide all such assurances as may be required to ensure such full transfer and assignment. Payments for any other costs, fees, or expenses will not be applied to the aggregate total, including but not limited to Patent prosecution, enforcement, or defense costs, subject to the indemnities provided for in this Agreement. Notwithstanding the time allowed for payment of the Maximum Amount under this Agreement, Licensee may pay the Maximum Amount or so much thereof as may be outstanding from time to time, in advance, at any time and without notice or penalty.

- 2.6 The Licensor will pay any maintenance fees with respect to the Patent, with such fees shall be reimbursed by Licensee within one month of receiving an invoice.
- 2.7 Licensee will have a right, at its own expense, to maintain or prosecute the Licensor's patent applications to enhance, broaden or improve the Patent for an Improvement if it is abandoned by the Licensor for any reason.
3. **MANUFACTURE OF PRODUCTS.** From and after the Effective Date, the Licensee shall be solely responsible for the manufacture, making, use, distribution, marketing, offering for sale and sale of the Products and will bear all costs associated therewith.
4. **NONCOMPETE.** Robo and Roessler will not, directly or indirectly either alone, on behalf of, by means of, through, or in conjunction with, any other Person, including, without limitation, any direct or indirect parent, affiliate or associated Person, whether as principal, agent, shareholder, partner, joint venturer, employee, guarantor, or in any other capacity or manner whatsoever engage in any business which manufactures, makes, uses, distributes, markets, offers for sale or sells the Products or other products which are the same or similar to or competitive with Product in the Territory for so long as the Licensee is indebted to the Licensor in respect of the Maximum Amount and thereafter for a period of five years, as long as the Licensee fulfills its obligations under the License Agreement.
5. **DELIVERY OF DOCUMENTATION.** At or before the Effective Date, the parties shall execute and deliver, or cause to be executed and delivered all other contracts, documents, instruments, transfers, deeds, resolutions, certificates and things relevant to the implementation of the transactions contemplated by this License Agreement or as the other Party, acting reasonably, may request.

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6. **SECURITY INTEREST.** Licensors hereby grants to Licensee a first priority security interest in all of Licensors right, title and interest in, to and under the Patent, the Improvements, the Trademark, the Copyright, the Technology and all Intellectual Property and good will related to any of the foregoing or the Business, whether now owned or hereafter acquired, and all proceeds of any of the foregoing to secure the Licensors prompt and complete payment or performance when due of the Secured Obligations. Licensee has all of the rights of a secured party under the Uniform Commercial Code and other applicable state and federal law. Licensors authorizes Licensee to file financing and continuation statements and amendments thereto, and to file notice of this security interest with the US Patent and Trademark Office, the US Copyright Office and such other US and foreign governmental units as the Licensee deems useful or appropriate to create, perfect or enforce the security interest granted under this security agreement, and the Licensors will take any reasonable action that the Licensee may request to create, perfect or enforce the security interest granted under this Agreement.

7. **TERMINATION**

- 7.1 Breach of Agreement. Either Party may terminate the License Agreement on written notice to the other Party if the other Party commits an Event of Default or other Breach of this License Agreement and does not cure or remedy such Event of Default or Breach within the time allowed for in this License Agreement.

7.2 Other Remedies

(a) Choices

The Parties agree that remedies for any Breach of the License Agreement may be by way of injunctive relief or specific performance as well as for damages and other relief available, whether in equity or in law.

(b) No Limitations

Nothing contained in the License Agreement shall limit any other remedies which a Party may have as a result of a Breach by the other Party under this License Agreement.

- 7.3 If the Licensors terminates the License Agreement, then notwithstanding any other provision in this License Agreement to the contrary, the Licensors agrees with the Licensee that notwithstanding such termination, the Licensee and its manufacturers, sub licensees, distributors and dealers are and shall be authorized to continue offering for sale, Products they have in inventory or Products being manufactured or Products for which they have purchased materials to manufacture, or Products for which they have orders to purchase, in each case, at the time of such termination, until such time as all such Products have been manufactured and sold by the Licensee or its manufacturers, sub licensees, distributors or dealers, provided that the Licensee continues to pay the Licensors

the royalties specified in this License Agreement on the sale of such Products, in accordance with the terms of this License Agreement.

8. MISCELLANEOUS PROVISIONS

8.1 Successor and Assigns. The License Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer on any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this License Agreement.

8.2 Counterpart and Facsimile: The License Agreement and Short Form License Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. The parties agree to recognize the legal validity of scanned (PDF) and faxed copies of the License Agreement and other documents drawn up in connection with the License Agreement. Any faxed or other electronic copy of a signature will be deemed to be an original signature until such time as an original signature has been received by the other party or parties to this License Agreement.

8.3 License Agreement to Control. Nothing in this Short Form License Agreement shall be deemed to amend or modify the License Agreement. All terms of the License Agreement, whether or not noted in this Short Form License Agreement, remain in full force and effect. In the event of any inconsistency between this Short Form License Agreement and the License Agreement executed contemporaneously herewith, the terms of the License Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals under seal as of the date first written above.

ROBO MFG, LLC

Per:

Name: Kent Roessler

Title: President

I/We have the authority to bind the corporation

X

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

l.s.

FLEXXIFINGER USA, INC.

Per:

Name: Dave W. Dietrich

Title: President

I/We have the authority to bind the corporation

SCHEDULE A
REGISTERED PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Pat. No./ Pub. No.</u>	<u>Issuance/Pub. Date</u>
Rock Picker and Tumbler	U.S. Ser. No. 61/233,634	
Rock Picker and Tumbler	US Pat. 8,534,371 B2	September 17, 2013
Rock Picker and Tumbler	US Pub. 2013/0312986	November 28, 2013
Rock Picker and Tumbler	US Pub. 2011/0036601	February 17, 2011
Rock Picker and Tumbler	U.S. Ser. No. 13/955,766	

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