502734006 03/21/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT2780612

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
FRAITAG ENGINEERING, INC.	03/20/2014

#### **RECEIVING PARTY DATA**

Name:	BAM MARKETING, INC.	
Street Address:	P.O. BOX 624	
City:	SWIFT CURRENT, SASKATCHEWAN	
State/Country:	CANADA	
Postal Code:	S9H3W4	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14222466

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	110357-00001	
NAME OF SUBMITTER:	CHARLES F. REIDELBACH, JR.	
SIGNATURE:	/charlesfreidelbachjr/	
DATE SIGNED:	03/21/2014	

# **Total Attachments: 3**

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PATENT 502734006 REEL: 032501 FRAME: 0883

#### PATENT ASSIGNMENT

This Patent Assignment (this "Patent Assignment") effective March 20, 2014, is by and between Fraitag Engineering, Inc., a California corporation with an address of 6753 Eldridge St., San Diego, CA 92120 ("Assignor"), and BAM Marketing, Inc., a Saskatchewan Limited Company with an address of P.O. Box 624, Swift Current, Saskatchewan S9H3W4 ("Assignee").

WHEREAS, pursuant to that certain Consulting and Product Development Agreement between Assignor and Assignee dated as of December 15, 2009, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property rights, and has agreed to execute and deliver this Patent Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

# NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. In consideration of the payment by Assignee to Assignor of the sum of One Dollar, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Patents"):
- (a) any and all improvements which are disclosed in the invention entitled "Automated Machine for Slitting and Wedge Cutting Whole Fruits and Vegetables" filed on or about the date herewith, and all issuances, divisions, continuations, continuations-in-part, all foreign equivalents, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Assignment. Assignor shall take such steps and actions following the date hereof, including the execution of any

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documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

- 3. <u>No Conflict</u>. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made entered into which would conflict with this agreement.
- 4. <u>Counterparts.</u> This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.
- 5. <u>Successors and Assigns.</u> This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

ASSIGNOR

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

Date: March 20, 2014	By: Fraitag Engineering, Inc. By: Leonard Fraitag Its: President
AGREED TO AND ACCEPTED:	ASSIGNEE
Date:	By:BAM Marketing, Inc. By: Barrie Mann Its: President

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	ASSIGNOR
Date:	By: Fraitag Engineering, Inc. By: Leonard Fraitag Its: President
AGREED TO AND ACCEPTED:	ASSIGNEE
Date: <u>MARCH 20, 201</u> 4	By: BAM Marketing, Inc. By: Barrie Mann

Its: President

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RECORDED: 03/21/2014