

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2805865

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE TERMINATION	
CONVEYING PARTY DATA		
Name		Execution Date
MCKINLEY-ROSS CORPORATION		02/03/2014
RECEIVING PARTY DATA		
Name:	PAUL G TORNAY	
Street Address:	60965 CREEKSTONE LOOP	
City:	BEND	
State/Country:	OREGON	
Postal Code:	97702	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	7306008	
Patent Number:	7900647	
CORRESPONDENCE DATA		
Fax Number:	(949)760-9502	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9497600404	
Email:	efiling@knobbe.com	
Correspondent Name:	MICHAEL A GUILIANA	
Address Line 1:	2040 MAIN STREET	
Address Line 2:	FOURTEENTH FLOOR	
Address Line 4:	IRVINE, CALIFORNIA 92614	
ATTORNEY DOCKET NUMBER:	PTORN.003LIC	
NAME OF SUBMITTER:	MICHAEL A. GUILIANA	
SIGNATURE:	/Michael Guiliana/	
DATE SIGNED:	04/08/2014	
Total Attachments: 4		
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FRANCIS HANSEN & MARTIN LLP

ATTORNEYS AT LAW

1148 NW HILL STREET, BEND, OR 97701-1914
PHONE: 541-389-5010 • FAX: 541-382-7068
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C.E. "Win" FRANCIS
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CHRISTOPHER J. MANFREDI †
ALISON A. HUYCKE
SARAH E. HARLOS
ALISON G. HOHENGARTEN

† ADMITTED IN OREGON AND CALIFORNIA

February 3, 2014

VIA REGULAR MAIL and E-MAIL

McKinley-Ross Corporation
Attn: Millard Minton
1200 Woodfield Way, Suite C
Wilkesboro, NC 28697-3006

millard@mckinley-ross.com

McKinley-Ross Corporation
Attn: Millard Minton
1328 Red White and Blue Rd
Roaring River, NC 28669

McKinley-Ross Corporation
Attn: Millard Minton
809 Live Oak Dr, Suite 14
Chesapeake, VA 23320-2600

Re: Patent License and Purchase Agreement
Our File No: 12-326

Dear Mr. Minton:

Accompanying this letter are my letters to you of January 15 and 16, 2014 providing notice under Section 12, Duration and Termination, of the Agreement that McKinley-Ross is in default under the Patent License and Purchase Agreement dated June 2, 2011 and two extension Agreements dated January 29, 2013 and dated May 23, 2013 (collectively "Agreement").

As of this date, I have received no response from McKinley-Ross nor have I received the required payment or information that the defaults have been cured.

Therefore, pursuant to paragraph 12.2 of the Agreement, this letter is Paul Tornay's written notice of termination of the Agreement to McKinley-Ross. According to paragraph 12.2 of the Agreement, "the license to McKinley-Ross under the Patent Rights shall immediately terminate." By this termination Paul Tornay is not waiving any rights under the Agreement to pursue McKinley-Ross for its breach of the Agreement.

C. E. Francis

C. E. "Win" FRANCIS

CEF/grs

cc: Paul G. Tornay



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CHRISTOPHER J. MANFREDI †
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† ADMITTED IN OREGON AND CALIFORNIA

January 15, 2014

McKinley-Ross Corporation
Attn: Millard Minton
1328 Red White and Blue Rd
Roaring River, NC 28669

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

McKinley-Ross Corporation
Attn: Millard Minton
100 Winters Street
West Point, VA 23181

Re: Patent License and Purchase Agreement
Our File No: 12-326

Dear Mr. Minton:

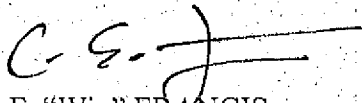
This office represents Paul Tornay regarding the Patent License and Purchase Agreement dated June 2, 2011 and two extension Agreements dated January 29, 2013 and dated May 23, 2013 (collectively "Agreement").

This letter is notice under Section 12, Duration and Termination, of the Agreement that McKinley-Ross is in default under the Agreement. McKinley-Ross has failed to: (1) pay the sum of \$51,000.00 due December 31, 2013 as described in the Agreement and the extension Agreement dated May 23, 2013; (2) pay the minimum payment for the year 2013 in the amount of \$150,000.00 as described in paragraph 5.2, Minimum Payment, of the Agreement; and (3) maintain liability insurance to cover the invention in the amount or greater to \$1,000,000.00 and to add Paul Tornay as an additional insured on the product liability insurance as described in paragraph 9.1, Identification, of the Agreement.

If the above defaults are not cured within 15 days of the date of this letter, according to paragraph 12.2 of the Agreement, Paul Tornay has the right to terminate the Agreement by giving written notice of termination to McKinley-Ross. Should you cure the default, delivery of payment and proof of insurance should be made directly to this office.

McKinley-Ross Corporation
Attn: Millard Minton
January 15, 2014
Page Two

If you have questions or issues regarding this notice, please contact this office directly.



C. E. "Win" FRANCIS

CEF/grs

cc: Paul G. Tornay



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January 16, 2014

McKinley-Ross Corporation
Attn: Millard Minton
1200 Woodfield Way, Suite C
Wilkesboro, NC 28697-3006

VIA E-MAIL
millard@mckinley-ross.com

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Our File No: 12-326

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