

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AFFIDAVIT
CONVEYING PARTY DATA	
Name	Execution Date
JIM MOORE	05/20/2014
RECEIVING PARTY DATA	
Name:	TRAVASO VENTURES, LLC
Street Address:	4322 HARDING PIKE
Internal Address:	SUITE 417
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37205
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7299743
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	615.252.2358
Email:	kosborne@babco.com
Correspondent Name:	KEATON H. OSBORNE
Address Line 1:	1600 DIVISION STREET
Address Line 2:	SUITE 700
Address Line 4:	NASHVILLE, TENNESSEE 37203
ATTORNEY DOCKET NUMBER:	203083
NAME OF SUBMITTER:	KEATON OSBORNE
SIGNATURE:	/keaton osborne/
DATE SIGNED:	05/23/2014
Total Attachments: 5	
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PATENT

Affidavit Regarding Patent No. 7,299,743

This Affidavit is executed by each of the undersigned individuals, James Aylward, Fred Goad and Jim Keever, having first been duly sworn and each of the undersigned do depose and state the following:

1. Each of the affiants is at least eighteen (18) years of age and has personal knowledge of the events and matters outlined herein, unless otherwise stated.
2. The primary purpose of this Affidavit is to correct the record regarding the assignment and ownership of Patent No. 7,299,743 (the '743 Patent) and certain related rights and assets.
3. It is the position of the undersigned that Travaso Ventures, LLC is the owner and assignee of the '743 Patent.
4. James "Jim" Moore ("Mr. Moore") was the sole inventor of the '743 Patent, which issued on November 27, 2007.
5. On May 29, 2007, Mr. Moore entered into a Proprietary Information and Inventions Agreement with WineDown Accessories, LLC (the "PII Agreement"). Under that agreement, Mr. Moore assigned the '743 Patent to WineDown Accessories, LLC ("WDA"), a Tennessee limited liability company. Additionally, Mr. Moore authorized WDA and its agents to act on his behalf as his attorney-in-fact to execute, verify and file any such documents to further the purpose of the assignment with the same legal force and effect as if executed by Mr. Moore.
6. In May 2007, James Aylward, Fred Goad and Jim Keever (referred to sometimes herein collectively as the "Investor Group") made a substantial investment in WDA in reliance upon Mr. Moore entering into the PII Agreement as well as various representations, warranties and assurances from Mr. Moore and WDA, including that all right, title and interest in and to the invention underlying and/or related to the '743 Patent was vested in WDA.
7. At the request of Mr. Moore (who was the president and an equity member of WDA), the Investor Group made subsequent investments in WDA which allowed WDA to remain in business until 2011. WDA was administratively dissolved by the Secretary of State of Tennessee on August 9, 2012. Each such investment by the Investor Group was made in reliance upon various representations, warranties and assurances from Jim Moore and WDA including that all right, title and interest in and to the invention underlying and/or related to the '743 Patent was vested in WDA.
8. At the request of Mr. Moore, the Investor Group made an additional loan to WDA in April 2010, and in connection with such loan, WDA granted Msrs. Aylward, Goad and Keever a perfected security interest in the assets of WDA to secure such loan, including a first priority perfected security interest in all of WDA's right, title and interest throughout the world in and to the '743 Patent and certain related assets as described in the Foreclosure Assignment recorded with the USPTO by the Investor Group on December 1, 2011 (Reel/Frame 027308/0191). A UCC Financing statement was filed with the Tennessee Secretary of State on April 28, 2010 perfecting the security interest in WDA's assets, including the '743 Patent, granted by WDA to Msrs. Aylward, Goad and Keever.

9. In 2010 and 2011, the Investor Group made several attempts to contact Mr. Moore regarding the repayment of the secured loan owing to the Investor Group and Mr. Moore failed to respond to inquiries by the Investor Group regarding repayment of the secured loan to the Investor Group or the financial status of WDA.
10. In September 2011, following the absence of communications from Mr. Moore to the Investor Group and with the loan to WDA being in material default (over 16 months had passed since the October 14, 2010 maturity date of the loan), the Investor Group authorized and instructed James Aylward (as a member, director and agent on behalf of WineDown Accessories, LLC, Jim Moore's attorney-in-fact under the PII Agreement) to execute and record an assignment of the '743 Patent to WDA with the USPTO to more formally evidence, and to further the purpose of, the assignment to WDA of all right, title and interest of Mr. Moore in and to the '743 Patent, with such execution and recordation being authorized by the PII Agreement and fully supported by the representations, warranties and assurances provided by Mr. Moore and WDA to the Investor Group regarding the '743 Patent and the underlying invention. On September 19, 2011, such Assignment from Mr. Moore to WDA was recorded with the USPTO (Reel/Frame 026925/0632)
11. Due to the secured loan to the Investor Group being in material default and the lack of communication from Mr. Moore regarding WDA and its financial status, the Investor Group exercised certain available remedies and commenced a public foreclosure sale of the '743 Patent and certain related rights and assets.
12. On November 8, 2011, the '743 Patent and certain related rights and assets were sold at a public auction in Nashville, Tennessee pursuant to the provisions of Tennessee Code Annotated 47-9-610. Travaso Ventures, LLC was the highest bidder at the public auction for the '743 Patent along with certain related rights and assets, and pursuant to the public foreclosure sale and auction, all right, title and interest in the '743 Patent and certain related rights and assets were sold and transferred to Travaso Ventures, LLC.
13. On December 1, 2011, Travaso Ventures, LLC and the Investor Group recorded a Foreclosure Assignment with the USPTO (Reel/Frame 027308/0191), which more formally evidenced the transfer and assignment of the '743 Patent and certain related rights and assets from WineDown Accessories, LLC to Travaso Ventures, LLC.
14. It is the position of the undersigned that Travaso Ventures, LLC is the lawful assignee and current owner of the '743 Patent through the chain of title described above.
15. It is the position of the undersigned that certain statements in the Affidavit by Jim Moore filed with the USPTO on January 19, 2012 (Reel/Frame 027557/0386) (the "Moore Affidavit") are inaccurate and unfounded and that any purported assignment or re-assignment of the '743 Patent to Mr. Moore by reason of the Moore Affidavit should be void *ab initio* and the Moore Affidavit at Reel/Frame 027557/0386 with the USPTO should be rescinded.
16. This Affidavit is being filed to further clarify the record regarding certain security agreement documents previously executed by WDA in connection with a loan to WDA by Tennessee Commerce Bank and certain related documents, including a UCC financing statement naming "WineDown Accessories, LLC" as debtor and "Tennessee Commerce Bank" as secured party, which documents were filed of record by Tennessee Commerce Bank or its representative with the USPTO on August 25, 2011 (Reel/Frame 026805/0796) (collectively, the "TCB Loan Documents").

17. The TCB Loan Documents do not grant a security interest in favor of Tennessee Commerce Bank (or any successor or assign thereof) in the '743 Patent, rather the only collateral referenced in the TCB Loan Documents was WDA's inventory and accounts and the proceeds thereof. There is no support that Tennessee Commerce Bank (or any successor or assign thereof) has or ever had any security interest or other interest in the '743 Patent. It is the position of the undersigned that the filing by Tennessee Commerce Bank of the TCB Loan Documents with the USPTO in regard to the '743 Patent was unwarranted.
18. This Affidavit is hereby submitted by the undersigned to clarify and correct the USPTO record with it being the position of the undersigned that:
 - a. the Assignment from Mr. Moore to WDA recorded with the USPTO (Reel/Frame 026925/0632) on September 19, 2011 is valid and effective;
 - b. all right, title and interest in and to the '743 Patent are vested as of the date of this Affidavit in Travaso Ventures, LLC and has been so vested in Travaso Ventures, LLC since Travaso Ventures, LLC acquired the '743 Patent pursuant to a public foreclosure sale in November 2011 and as described in the Foreclosure Assignment previously recorded with the USPTO,
 - c. the Moore Affidavit (Reel/Frame 027557/0386) is inaccurate and should be rescinded; and
 - d. neither Tennessee Commerce Bank nor any successor or assign thereof has a security interest in the '743 Patent, and the TCB Loan Documents filed with the USPTO on August 25, 2011 (Reel/Frame 026805/0796) do not provide for a security interest in the '743 Patent.
19. This Affidavit is not intended to limit in any manner the rights or remedies of Travaso Ventures, LLC or the Investor Group (in their capacity as creditors of WDA or otherwise) against WDA or Mr. Moore, or the obligations of WDA or Mr. Moore to the Investor Group or to Travaso Ventures, LLC, it being acknowledged that the rights and remedies of the Investor Group and Travaso Ventures, LLC are cumulative and non-exclusive, and in addition to such other rights and remedies available at law or in equity.
20. Travaso Ventures, LLC joins herein to affirm its support of the statements set forth herein.

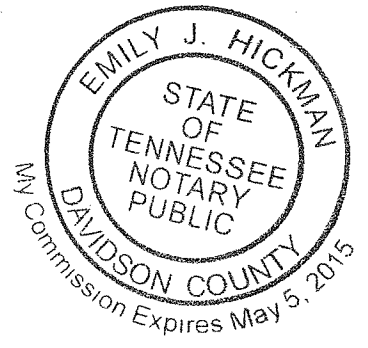
[Signature Pages on Following Pages]

This Affidavit is signed by each of the undersigned as of the date first written above.

James Kylward
James Kylward
Affiant

Sworn and subscribed before me this 16th day of May, 2014.

Emily J. Hickman
Notary Public
My Commission Expires: May 05, 2015

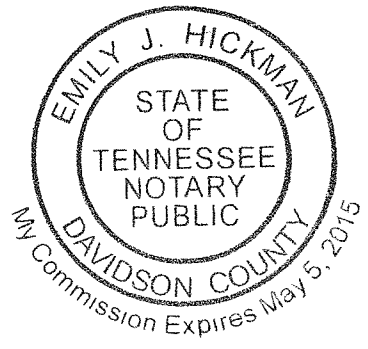


Notary Seal:

Fred Goad
Fred Goad
Affiant

Sworn and subscribed before me this 16th day of May 2014.

Emily J. Hickman
Notary Public
My Commission Expires: May 05, 2015

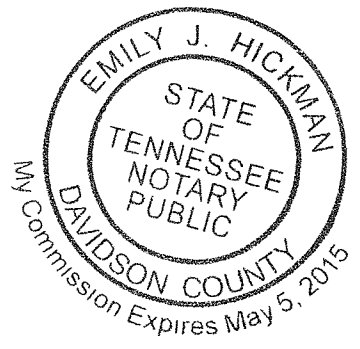


Notary Seal:

Jim Kever
Jim Kever
Affiant

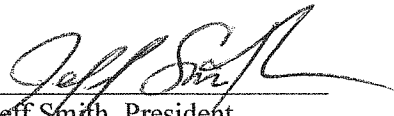
Sworn and subscribed before me this 20th day of May, 2014.

Emily J. Hickman
Notary Public
My Commission Expires: May 05, 2015



Notary Seal:

Travaso Ventures, LLC

By: 
Jeff Smith, President