

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2888865

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM MONTY SIMMONS	08/01/2010
RECEIVING PARTY DATA	
Name:	FC PATENTS
Street Address:	3925 SW 13TH STREET
City:	OCALA
State/Country:	FLORIDA
Postal Code:	34474
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12040138
Application Number:	12050123
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:	8282024401
Email:	monty@montysimmons.com
Correspondent Name:	WILLIAM SIMMONS
Address Line 1:	2584 TIMBERWOOD DRIVE
Address Line 4:	LENOIR, NORTH CAROLINA 28645
NAME OF SUBMITTER:	WILLIAM MONTY SIMMONS
SIGNATURE:	/wms/
DATE SIGNED:	06/08/2014
Total Attachments: 6	
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**PATENT AND INTELLECTUAL PROPERTY
ASSIGNMENT**

William Monty Simmons
2584 Timberwood Drive
Lenoir, NC 28645

-and-

FC Patents, LLC.
having its principal office at
3925 SW 13th Street,
Ocala, FL 34474

Effective Date: August 1, 2010

THIS ASSIGNMENT IS MADE BETWEEN:

- (1) **William Monty Simmons** at 2584 Timberwood Drive, Lenoir N.C. 28645 (“the **Assignor**”); and
- (2) **FC Patents, LLC.**, having its principal office at 3925 SW 13th Street, Ocala, FL 34474 (“the **Assignee**”).

RECITALS

- (A) The Assignor is the owner of certain Intellectual Property including the intellectual property rights listed in Scheduled 1; and
- (B) The Assignee wishes to purchase and the Assignor is willing to sell to the Assignee the said Intellectual Property upon the terms and conditions of this Assignment.

IT IS HEREBY AGREED as follows:

1. **Definitions**

In this Assignment Deed the following terms shall have the following meanings

- “Intellectual Property”** the patent and patent applications listed in Schedule 1 of this document including any continuing applications of any kind;
- “Patents”** means all Patents, including inventions, design patents, and applications (if any) identified in Schedule 1 of this document; and
- “Rights”** means all right title and interest in and to the Patents and the Intellectual Property together with all rights powers privileges and immunities thereby conferred on the proprietor thereof including without limitation all accrued rights of action and remedies in respect of any infringement of such rights.

2. **Assignment**

In consideration of the payment of the sum of \$10 and other good and valuable consideration, and except as provided below, the Assignor assigns all rights, title and interest it may have in and to the Intellectual Property to the Assignee.

3. **Further Assurance**

The Assignor covenants with the Assignee at the Assignee's cost to do all such acts and to execute all such deeds and documents as may be reasonably necessary to vest the Rights in the Assignee.

4. **Intellectual Property Rights Indemnity & Enforcement**

- 4.1 The Assignee will indemnify the Assignor against all liability, loss, damages, costs and expenses (including legal expenses) that may be awarded against or incurred by or agreed to be paid by the Assignor to any third party in respect of any claim or action arising from the possession or use of the Rights by the Assignee and/or its licensees, subcontractors and/or other third parties with its consent, including, without limitation, from the sale of products incorporating Patents and/or Intellectual Property, which infringes the intellectual property rights of such third party or otherwise leads to liability towards that third party.

In the event of any suspected infringement or misappropriation by a third party of any of the Patents or Intellectual Property, and where Assignee decides to take action to enforce or defend such Patents or Intellectual Property or otherwise abate the infringement or misappropriation thereof, Assignor will use reasonable efforts to cooperate with Assignee, in any litigation or enforcement action. Such Assignor cooperation includes: (i) making any persons under the control of Assignor available for testimony during trial and/or depositions and (ii) making available any relevant documents in the possession or under the control of the Assignor including: records, legal analysis's, papers, information, specimens, and the like as needed.

5. **General Provisions**

5.1 **Entire Agreement**

This Agreement together with Schedule 1 of the Attachment constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements understandings discussions promises and/or representations between the parties other than representations made fraudulently.

5.2 Variation

No alteration or variation of this Agreement shall be effective unless it is in writing and refers specifically to this Agreement and is signed by an authorised representative of each of the parties to this Agreement.

5.3 Severance

If any provision of this Agreement is ruled by a court of competent jurisdiction to be invalid for any reason, that invalidity will not affect the rest of this Agreement which will remain valid and enforceable in all respects.

5.4 Headings

The headings in this reference are for ease of reference and do not form part of this agreement nor affect its construction.

6. Law and Jurisdiction

6.1 This Assignment shall be governed in accordance with the laws of the State of Florida.

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SCHEDULE 1**PATENT APPLICATIONS**

U.S. Utility Patent Application	12/050,138	Filed March 17, 2008
U.S. Utility Patent Application	12/050,123	Filed June 03, 2008

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In witness, ASSIGNOR has executed this Agreement, on 1st day of August, 2010.

ASSIGNOR

By: William Monty Simmons
William Monty Simmons

ASSIGNEE

FC Patents, LLC.

By: Floyd S. Salser, Jr.
Floyd S. Salser, Jr.
President of **FC Patents, LLC.**