

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT2910190

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
FLOYD S. SALSER, JR. & ASSOCIATES INC.	11/15/2009
RECEIVING PARTY DATA	
Name:	FC PATENTS
Street Address:	3925 SW 13TH STREET
City:	OCALA
State/Country:	FLORIDA
Postal Code:	34474
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11773429
CORRESPONDENCE DATA	
Fax Number:	(828)221-2001
<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@simmonspatents.com
Correspondent Name:	WILLIAM SIMMONS
Address Line 1:	P.O. BOX 1560
Address Line 4:	LENOIR, NORTH CAROLINA 28645
ATTORNEY DOCKET NUMBER:	MAR-P-08
NAME OF SUBMITTER:	WILLIAM MONTY SIMMONS
SIGNATURE:	/wms/
DATE SIGNED:	06/23/2014
Total Attachments: 6	
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DATED: November 15, 2009

Floyd S. Salsler, Jr. & Associates, Inc.

dba MARS Company, a Florida corporation,
having its principal office at
3925 SW 13th Street,
Ocala, FL 34474

-and-

FC Patents, LLC.

having its principal office at
3925 SW 13th Street,
Ocala, FL 34474

**PATENT AND INTELLECTUAL PROPERTY
ASSIGNMENT**

THIS ASSIGNMENT IS MADE BETWEEN:

- (1) **Floyd S. Salsar, Jr. & Associates, Inc.** dba MARS Company, a Florida corporation, having its principal office at 3925 SW 13th Street, Ocala, FL 34474 (“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 registered proprietor of certain Intellectual Property including the patents and 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.

Assignor retains the rights to all current licenses granted under the Intellectual Property and any royalties due under such licenses for the life of such licenses.

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 all documents entered or to be entered into pursuant to its provisions constitute 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 authorized 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.

SCHEDULE 1**PATENTS**

U.S. Design Patent D444091
U.S. Patent 5,523,751
U.S. Patent 7,259,690
U.S. Patent 7,283,063
U.S. Patent 7,245,230
U.S. Patent 7,498,953

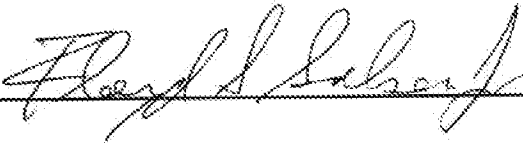
PATENT APPLICATIONS

U.S. Pub. No. 2008-0316051 (Serial No. 12/143822)
U.S. Pub. No. 2007-0296607 (Serial No. 11/852814)
U.S. Pub. No. 2008-0042873 (Serial No. 11/773429)
U.S. Pub. No. 2008-0224890 (Serial No. 12/050123)
U.S. Pub. No. 2009-0066537 (Serial No. 12/050138)
U.S. Pub. No. 2009-0114297 (Serial No. 12/263606)

In witness, ASSIGNOR has executed this Agreement, on 15 day of **November**, 2009.

ASSIGNOR

FLOYD S. SALSER, JR. & ASSOCIATES, INC.
dba MARS COMPANY

By: _____

Floyd S. Salser, Jr.
President of Floyd S. Salser Jr. & Associates, Inc.
dba MARS Company

ASSIGNEE

FC Patents, LLC.

By: _____

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