

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2928333

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the WRONG APPLICATION NUMBER: 12/040,138 SHOULD BE 12/050,138 previously recorded on Reel 033052 Frame 0822. Assignor(s) hereby confirms the APPLICATION NUMBER 12/050,138 HAS BEEN ASSIGNED AS INDICATED IN THE ATTACHED DOCUMENT..

**CONVEYING PARTY DATA**

Name	Execution Date
WILLIAM MONTY SIMMONS	08/01/2010

**RECEIVING PARTY DATA**

<b>Name:</b>	FC PATENTS
<b>Street Address:</b>	3925 SW 13TH STREET
<b>City:</b>	OCALA
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	34474

**PROPERTY NUMBERS Total: 2**

Property Type	Number
<b>Application Number:</b>	12050138
<b>Application Number:</b>	12050123

**CORRESPONDENCE DATA**

**Fax Number:** (828)221-2001  
*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.*

**Phone:** 8282024401  
**Email:** monty@simmonspatents.com  
**Correspondent Name:** WILLIAM SIMMONS  
**Address Line 1:** P.O. BOX 1560  
**Address Line 4:** LENOIR, NORTH CAROLINA 28645

<b>NAME OF SUBMITTER:</b>	WILLIAM MONTY SIMMONS
<b>SIGNATURE:</b>	/wms/
<b>DATE SIGNED:</b>	07/08/2014

**Total Attachments: 9**

source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page1.tif  
 source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page2.tif  
 source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page3.tif  
 source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page4.tif

**PATENT**

source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page5.tif  
source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page6.tif  
source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page7.tif  
source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page8.tif  
source=2010-08-01-ASSIGNMENT-Monty-to-FCP#page9.tif

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILLIAM MONTY SIMMONS	08/01/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FC PATENTS
<b>Street Address:</b>	3925 SW 13TH STREET
<b>City:</b>	OCALA
<b>State/ Country:</b>	FLORIDA
<b>Postal Code:</b>	34474
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12040138
<b>Application Number:</b>	12050123
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<b>Phone:</b>	8282024401
<b>Email:</b>	monty@montysimmons.com
<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>	
<b>Correspondent Name:</b>	WILLIAM SIMMONS
<b>Address Line 1:</b>	2584 TIMBERWOOD DRIVE
<b>Address Line 4:</b>	LENOIR, NORTH CAROLINA 28645
<b>NAME OF SUBMITTER:</b>	WILLIAM MONTY SIMMONS
<b>Signature:</b>	/wms/
<b>Date:</b>	06/08/2014
<b>Total Attachments: 6</b>	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page1.tif	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page2.tif	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page3.tif	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page4.tif	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page5.tif	
source=2010-08-00 ASSIGNMENT - Monty to FC Patents# page6.tif	

**PATENT**

**REEL: 093333 FRAME 0961**

**RECEIPT INFORMATION**

**EPAS ID:** PAT2888865  
**Receipt Date:** 06/08/2014

**PATENT**

**REEL: 093333 FRAME: 0962**

---

**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.

**[END OF PAGE]**



**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

**[END OF PAGE]**

In witness, ASSIGNOR has executed this Agreement, on 1<sup>st</sup> 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.**