

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3133992

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>RESUBMIT DOCUMENT ID:</b>	103669666
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Execution Date
UNI-SYSTEMS, INC	12/31/2013

## RECEIVING PARTY DATA

<b>Name:</b>	C&F MANAGEMENT, LLC
<b>Street Address:</b>	1800 PURDY AVE PH-6
<b>City:</b>	MIAMI BEACH
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33139

## PROPERTY NUMBERS Total: 4

Property Type	Number
Patent Number:	6415556
Patent Number:	6367206
Patent Number:	6082054
Patent Number:	5671567

## CORRESPONDENCE DATA

## Fax Number:

*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: 763-404-8852  
 Email: FWIND@UNI-SYSTEMS.COM  
 Correspondent Name: UNI-SYSTEMS, LLC  
 Address Line 1: ATTN: FRANK WIND  
 Address Line 2: 4600 LAKE ROAD AVE.  
 Address Line 4: MINNEAPOLIS, UNITED STATES 55422

<b>NAME OF SUBMITTER:</b>	CYRIL SILBERMAN
<b>SIGNATURE:</b>	/Cyril Silberman/
<b>DATE SIGNED:</b>	12/05/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 2

PATENT

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## PATENT ASSIGNMENT AGREEMENT

C/G

**THIS AGREEMENT** is made this 31st day of December, 2013, by and between Uni-Systems, Inc. (the "Assignor"), having its primary place of business at 4600 Lake Road Ave. Minneapolis, MN 55422-1800 , and C&F Management, LLC (the "Assignee") having its primary place of business at 1800 Purdy Ave. PH-6 Miami Beach, FL 33139 (collectively the "Parties").

**WHEREAS**, Licensor is has invented Retractable Stadium Roofs and Large Structures & Support Facility (the "Inventions"), and has been granted United States Patents for said invention, Patent No. 5671567, 6082054, 6367206, 6415556 (the "Patents"), granted on the patent application filed with the United States Patent and Trademark Office, Patent Application Number 8210719, 9140718, 9609727, 9609728 (the "Patent Applications").

**WHEREAS**, Assignee wishes to acquire all right, title and interest in the Patent, and Assignor wishes to sell its interest in the Patent to Assignee.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, and in accordance with applicable law, the Parties hereby agree as follows:

1. *Assignment.* Assignor hereby assigns to Assignee, and its successors, representatives and assigns, all right, title and interest in the Patents including all reexaminations, extensions and reissues thereof. Assignor hereby requests the Commissioner of Patents of the United States to record this assignment of all right, title and interest in the Patents to Assignee.
2. *Payment.* In consideration of the assignment of the Patent pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$100.00, payable upon execution of this Agreement.
3. *Assignor's Representations and Warranties.* Assignor hereby represents and warrants
  - i) that it has the legal right and authority to execute this Agreement, and to validly assign the entire interest in the Patents to Assignee,
  - ii) that it has not executed any other agreement that would conflict with the terms of this Agreement, nor shall it execute any such agreement in the future, and
  - iii) that to the best of Assignor's knowledge, the Patents are valid and enforceable as of the date of this Agreement. Assignor makes no representations or warranties as to the validity or enforceability of the Patents subsequent to the date of this Agreement.
4. *Patent Status.* Assignee hereby acknowledges that any finding or ruling subsequent to the date of this Agreement that the Patents are invalid or unenforceable shall not give rise to a cause of action against Assignor under this Agreement, unless Assignor has committed fraud in executing this Agreement.

5. *Further Actions.* Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patents and in enforcing any and all protections or privileges deriving from the Patents.
6. *Governing Law.* This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Minnesota, without regard to conflicts of law principles.
7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
8. *Severability.* If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
9. *Notice.* Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor:

Uni-Systems, Inc.  
4600 Lake Road Ave.  
Minneapolis, MN 55422-1800

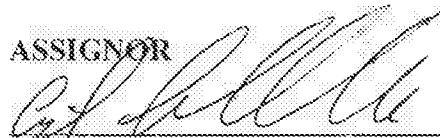
If to Assignee:

C&F Management, LLC  
1800 Purdy Ave. PH-6  
Miami Beach, FL 33139

10. *Headings.* The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
11. *Entire Agreement.* This Agreement constitutes the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

  
 \_\_\_\_\_  
 Signature

CYRIL SILBERMAN  
 Print Name IT'S PRESIDENT

ASSIGNEE

  
 \_\_\_\_\_  
 Signature

CYRIL SILBERMAN  
 Print Name IT'S CHIEF MANAGER