

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3135111

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LIVE OAK MINISTRIES	12/27/2013
RECEIVING PARTY DATA	
Name:	JAY HOWARD HECK SR.
Street Address:	1851 PONDEROSA
City:	NEW BRAUNFELS
State/Country:	TEXAS
Postal Code:	78132
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	6772105
Patent Number:	7418373
Patent Number:	8099240
Patent Number:	8380436
Patent Number:	8538698
CORRESPONDENCE DATA	
Fax Number:	(512)610-3456
<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:	512-610-3410
Email:	ngarwood@conleyrose.com
Correspondent Name:	CONLEY ROSE, P.C.
Address Line 1:	13413 GALLERIA CIRCLE
Address Line 2:	SUITE 100
Address Line 4:	AUSTIN, TEXAS 78738
ATTORNEY DOCKET NUMBER:	2665-00000
NAME OF SUBMITTER:	MARK E. SCOTT
SIGNATURE:	/mescott/
DATE SIGNED:	12/05/2014
Total Attachments: 3	
source=Live Oak Ministries Assignment#page1.tif	

source=Live Oak Ministries Assignment#page2.tif

source=Live Oak Ministries Assignment#page3.tif

BILL OF SALE & ASSIGNMENT

This **BILL OF SALE & ASSIGNMENT** is made as of the 30th day of September, 2013, by Live Oak Ministries, a Texas non-profit corporation with its principal place of business at 1851 Ponderosa, New Braunfels, TX 78132 ("**Seller**"), to Jay Howard Heck, Sr., an individual residing at 1851 Ponderosa, New Braunfels, TX 78132 ("**Purchaser**").

WHEREAS, Seller is a §501(c)(3) Texas non-profit corporation which acquired the rights to the software and intellectual properties related to the Energy Scrooge blasting technology which it offered for sale in order to provide funds for the ministry;

WHEREAS, the Properties consist of the Energy Scrooge blast design software and the following intellectual property rights:

U.S. Patent 6,772,105 issued August 3, 2004

U.S. Patent 7,418,373 issued August 26, 2008

U.S. Patent 8,099,240 issued January 17, 2012

U.S. Patent 8,380,436 issued February 19, 2013

U.S. Patent 8,538,698 to be issued September 17, 2013, and

Australian Patent 777,213 issued January 27, 2005;

WHEREAS, in January, 2013, Seller conducted a sealed bid auction to sell the Properties to the highest bidder;

WHEREAS, Purchaser timely submitted the high bid of \$ _____;

WHEREAS, on September 9, 2013, disinterested members of Seller's Board of Directors met and determined that Purchaser's bid represented fair market value for the Properties and accepted Purchaser's bid of \$ _____ for the purchase of the Properties (the "**Purchase Price**");

WHEREAS, following acceptance of his bid, Purchaser paid Seller a non-refundable earnest money deposit of \$ _____ per the terms of the Invitation for Sealed Bids; and

WHEREAS, Seller and Purchaser have agreed that the balance of the Purchase Price, \$ _____, will be paid in the form of a credit to Purchaser by Seller of such sum against advances made from Purchaser to Seller pursuant to the Financing Agreement between Purchaser and Seller dated January 1, 2003;

That for and in consideration of the sum of

U.S. Patent 6,772,105 issued August 3, 2004

U.S. Patent 7,418,373 issued August 26, 2008

U.S. Patent 8,099,240 issued January 17, 2012

U.S. Patent 8,380,436 issued February 19, 2013

U.S. Patent 8,538,698 to be issued September 17, 2013, and

Australian Patent 777,213 issued January 27, 2005.

AS IS WHERE IS WITH ALL FAULTS,

As a material part of the consideration set forth above, Seller makes no warranty with respect to the Software and Patents, express or implied, other than the following warranty of title: Seller hereby warrants, covenants, and agrees: that Seller is the absolute owner of the Software and Patents free and clear of any and all liens, claims, charges, encumbrances, mortgages or obligations, and all other defects of title of any kind whatsoever; that Seller has not made any prior sale, assignment, transfer or conveyance of said Software and Patents to any person, firm, or corporation; and that Seller has the full right, power, and authority to sell said Software and Patents and to make this Bill of Sale and Assignment.

BILL OF SALE & ASSIGNMENT

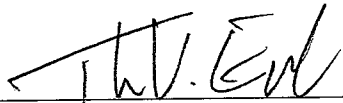
of the Software and Patents. Purchaser accepts the Software and Patents AS IS WHERE IS WITH ALL FAULTS.

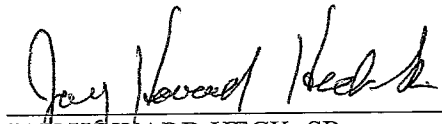
IN WITNESS WHEREOF, LIVE OAK MINISTRIES and JAY HOWARD HECK, SR. have each executed this Bill of Sale and Assignment effective as of September 30, 2013.

Seller

Purchaser

LIVE OAK MINISTRIES

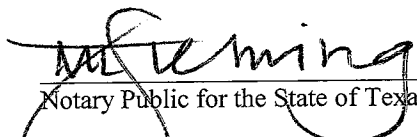

By: Thomas V. Erdos, Jr.
Its: Secretary

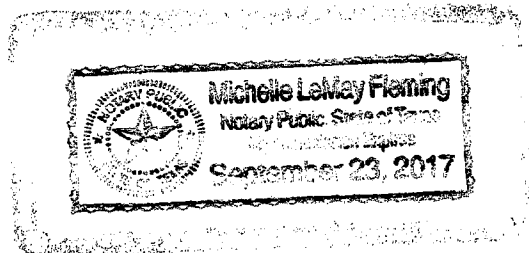

JAY HOWARD HECK, SR.

State of Texas §
County of Hays §

On this 27th day of December, 2013, before me, personally appeared Thomas V. Erdos, Jr., Secretary of Live Oak Ministries, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

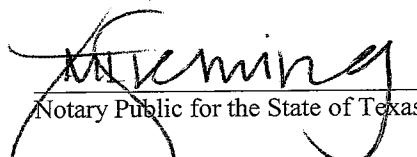

Notary Public for the State of Texas
[SEAL]



State of Texas §
County of Hays §

On this 27th day of December, 2013, before me, personally appeared Jay Howard Heck, Sr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Notary Public for the State of Texas
[SEAL]

