503088506 12/05/2014

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

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: 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

PATENT REEL: 034392 FRAME: 0951 source=Live Oak Ministries Assignment#page2.tif source=Live Oak Ministries Assignment#page3.tif

> PATENT REEL: 034392 FRAME: 0952

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 i 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;

BILL OF SALE & ASSIGNMENT PAGE 1

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of the receipt and sufficiency of which is hereby acknowledged, LIVE OAK MINISTRIES ("Assignor"), a Texas non-profit corporation, does hereby grant, sell, assign, and convey unto JAY HOWARD HECK, SR. ("Assignee"), a Texas resident, the Energy Scrooge software (the "Software"), and does hereby transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's domestic and foreign patents (the "Patents"):

- 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.

together with all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Bill of Sale and Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Australia or in any other jurisdiction, the same to be held and enjoyed by the said Assignee, his heirs and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Bill of Sale and Assignment not been made,

AS IS WHERE IS WITH ALL FAULTS,

TO HAVE AND TO HOLD UNTO THE PURCHASER AND HIS HEIRS AND ASSIGNS FOREVER.

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.

Purchaser represents that it is not relying upon any statement or representation of Seller or of any employee or agent of Seller, but is instead relying on its own prior inspection and valuation

BILL OF SALE & ASSIGNMENT PAGE 2

PATENT REEL: 034392 FRAME: 0954 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:

Its:

Thomas V. Erdos, Jr.

Secretary

State of Texas

County of Hau

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.

otary Public for the State of

SEAL

State of Texas

County of Har

On this Zilkday 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.

otary Public for the State of Texas

SEAL

PAGE 3

PATENT REEL: 034392 FRAME: 0955

RECORDED: 12/05/2014