

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3204366

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENNETH J BOUTTE	01/27/2015
BAN D GREEN	01/27/2015
RECEIVING PARTY DATA	
Name:	PRECISION PROLINE SYSTEMS, L.L.C.
Street Address:	5503 WEST HIGHWAY 90
City:	NEW IBERIA
State/Country:	LOUISIANA
Postal Code:	70560
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6855261
Patent Number:	7025153
CORRESPONDENCE DATA	
Fax Number:	(504)310-0257
<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:	5045865257
Email:	csaulsbury@fishmanhaygood.com
Correspondent Name:	ALBERT SAULSBURY
Address Line 1:	201 ST CHARLES AVE, 46TH FLOOR
Address Line 4:	NEW ORLEANS, LOUISIANA 70170
NAME OF SUBMITTER:	ALBERT SAULSBURY
SIGNATURE:	/Albert Saulsbury/
DATE SIGNED:	01/29/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 4	
source=7-Patent Assignment-Personal Patents-Proline-Fully Executed#page1.tif	
source=7-Patent Assignment-Personal Patents-Proline-Fully Executed#page2.tif	
source=7-Patent Assignment-Personal Patents-Proline-Fully Executed#page3.tif	
source=7-Patent Assignment-Personal Patents-Proline-Fully Executed#page4.tif	

PATENT ASSIGNMENT

This Patent Assignment is made and entered into effective as of January 27, 2015 (the "Effective Date"), by and among Kenneth J. Boutte and Ban D. Green (together, the "Assignors") and Precision Proline Systems, L.L.C., a Louisiana limited liability company ("Assignee").

RECITALS

A. Assignors are the owners of: (1) U.S. Patent No. 6,855,261 B2 and (2) U.S. Patent No. 7,025,153 (together, the "Patents") and the inventions disclosed and claimed therein.

B. Pursuant to that certain Asset Purchase Agreement, dated effective as of January 27, 2015 by and among Assignee, Proline Systems, Inc., a Louisiana corporation, Assignors, and Kenneth J. Boutte, in his capacity as Seller Representative (the "Purchase Agreement"), Assignors have agreed to assign the Patents to Assignee.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. For ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignors hereby assign to Assignee, free and clear of any and all Liens, all right, title and interest in and to the Patents, the inventions disclosed and claimed therein, all rights to claim priority in any country on the basis of the Patents, and all applications for patents filed or that may hereafter be filed for the same inventions in any country, and all patents which may be granted on any such applications, and all extensions, renewals, and reissues thereof, together with all related common-law rights associated therewith and any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable. Assignor further assigns to Assignee all causes of action and associated damages for any and all acts of infringement of the Patents that may have occurred prior to the Effective Date.

2. Authorization. The Assignor authorizes and requests the United States Patent and Trademark Office to record the Assignee as the assignee of the rights of Assignors in the Patents and as assignee of the entire right, title and interest therein and thereto.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, and assurances as may be required to carry out the intent of this Patent Assignment. Without limiting the foregoing, the Assignors agree, without additional consideration, to take such further actions and to execute any applications, assignments, declarations, affidavits and other papers necessary or desirable to transfer, vest, record and perfect good, valid and marketable title in the Patents to the Assignee.

4. Terms of the Purchase Agreement. Each of the parties acknowledges and agrees that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Patent Assignment, and, to the extent there shall arise a conflict between this Patent Assignment and the Purchase Agreement, the Purchase Agreement shall control. The Parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement are not superseded hereby and shall remain in full force and effect.

5. Governing Law. This Patent Assignment shall be governed by the laws of the State of Louisiana without regard to its conflict of laws principles.

6. Severability. Any term or provision of this Patent Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7. Amendment, Waiver, etc. No amendment, modification or discharge of this Patent Assignment, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such amendment, modification, discharge or waiver is sought.

8. Binding Effect; Patent Assignment. This Patent Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; provided, however, that Assignors may not assign this Patent Assignment to any person (it being understood by the parties hereto that any purported Patent Assignment by Assignors shall be null and void).

9. Third-Party Beneficiaries. Nothing in this Patent Assignment, express or implied, is intended or shall be construed to create any third-party beneficiaries.


10. Counterparts; Facsimiles. This Patent Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, respectively. Executed copies of the signature pages of this Patent Assignment sent by facsimile or transmitted electronically in Portable Document Format (“PDF”) shall be treated as originals, fully binding and with full legal force and effect, and the Parties waive any rights they may have to object to such treatment. Any Party delivering an executed counterpart of this Patent Assignment by facsimile or PDF also may deliver a manually executed counterpart of this Patent Assignment, but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Assignment.

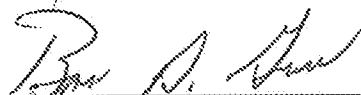
11. Arbitration. Except as otherwise expressly set forth herein, any controversy arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction. The prevailing party shall be entitled to all costs of arbitration including, but not limited to, reasonable attorneys’ fees. The parties further agree that they shall be entitled to discovery in the same manner as though the dispute were within the jurisdiction of the State of Louisiana and that the Statutes of Limitations shall be applied in the same manner as though the dispute were filed as a claim in the courts of the State of Louisiana.

(Signature Page Follows)

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment effective as of the Effective Date.

ASSIGNORS:


Kenneth J. Boutte


Ban D. Green

ASSIGNEE:

PRECISION PROLINE SYSTEMS, L.L.C.

By: _____
Thomas C. Weller, Manager

(Signature Page to Patent Assignment)

IN WITNESS WHEREOF, the undersigned have executed this Patent Assignment effective as of the Effective Date.

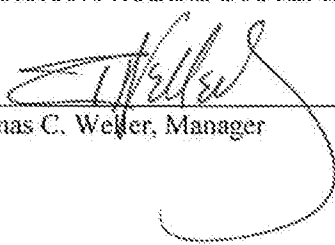
ASSIGNORS:

Kenneth J. Bouffe

Ban D. Green

ASSIGNEE:

PRECISION PROLINE SYSTEMS, L.L.C.

By: 

Thomas C. Weller, Manager

(Signature Page to Patent Assignment)