

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3239546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
BURTON LUMBER & HARDWARE CO.	12/10/2014
RECEIVING PARTY DATA	
Name:	O.S.S. HOLDINGS, LLC
Street Address:	5295 S. COMMERCE DRIVE, SUITE 220
City:	MURRY
State/Country:	UTAH
Postal Code:	84107
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	29362723
Application Number:	29362730
Application Number:	29362741
Application Number:	29377086
Application Number:	29377066
Application Number:	13308235
Application Number:	29355678
Application Number:	13025973
Application Number:	13025954
CORRESPONDENCE DATA	
Fax Number:	(801)566-0750
<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:	801-566-6633
Email:	ANDREA.PHILLIPS@TNW.COM
Correspondent Name:	ERIK S. ERICKSEN
Address Line 1:	8180 S. 700 E., SUITE 350
Address Line 4:	SANDY, UTAH 84070
ATTORNEY DOCKET NUMBER:	3212-BURTON
NAME OF SUBMITTER:	ERIK S. ERICKSEN

SIGNATURE:	/ERIKSERICKSEN/
DATE SIGNED:	02/24/2015
Total Attachments: 6 source=Burton#page1.tif source=Burton#page2.tif source=Burton#page3.tif source=Burton#page4.tif source=Burton#page5.tif source=Burton#page6.tif	

BUSINESS RELATIONSHIP TERMINATION AGREEMENT

This Business Relationship Termination Agreement (this “**Agreement**”) is made and entered into as of December 10, 2014 (the “**Effective Date**”), by and among OSS Suppressors LLC, a Texas limited liability company (“**Buyer**”), OSS (Operators Suppressor Systems Inc.), a Wyoming corporation (“**OSS**”), O.S.S. Holdings, LLC, a Utah limited liability company (“**OSS Holdings**”), OSS Technologies Corp, a Utah corporation (“**OSS Tech**”), Russell Oliver (“**Oliver**”), Ross Holliday (“**Holliday**”), Holliday Holdings, Inc., a Utah corporation (“**Holliday Holdings**”), Praeda, Inc., a Utah corporation (“**Praeda**”), and Burton Lumber & Hardware Co., a Utah corporation (“**Burton Lumber**”). OSS, OSS Holdings, OSS Tech, Oliver, Holliday, Holliday Holdings and Praeda are sometimes each referred to herein as a “**Seller Group Member**” and collectively, as the “**Seller Group**”. The above persons and entities are sometimes each referred to herein as a “**Party**”, and collectively as the “**Parties**”.

W I T N E S E T H:

WHEREAS, Buyer and the Seller Group, on the one hand, and Burton Lumber, on the other hand, desire to terminate their business relationships;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of Contracts and Agreements. Except for this Agreement, all agreements, arrangements and understandings of every kind, nature or type (including, without limitation, the contracts and agreements set forth on Exhibit A attached hereto), whether oral or written, by or between any Seller Group Member, on the one hand, and Burton Lumber and/or its Affiliates, on the other hand (collectively, the “**Burton Lumber Contracts and Agreements**”), are hereby terminated in their entirety and of no further force or effect; it being agreed and understood that as of the Effective Date this Agreement shall be the sole agreement, arrangement and understanding between Buyer and/or any Seller Group Member, on the one hand, and Burton Lumber and/or any of its affiliates, on the other hand. Additionally, Seller Group will cause all guarantees (including, without limitation, the guaranty set forth on Exhibit A) made by Burton Lumber on behalf of any Seller Group Member to Zions First National Bank (“**Zions Bank**”) to be terminated and released by Zions Bank as of the Effective Date.

2. Consideration. In consideration for the termination of the Burton Lumber Contracts and Agreements, on the Effective Date OSS will pay to Burton Lumber an aggregate of consisting of _____ plus the _____ paid by Burton Lumber to Zions Bank the past three months (the “**Termination Consideration**”), which Termination Consideration is hereby allocated as follows: (i) _____ is being paid on behalf of Oliver, which is the amount that Oliver has loaned to OSS pursuant to the Loan Agreements described on Exhibit B (which loans were made possible by the loans made by Burton Lumber to Oliver under certain of the Burton Lumber Contracts and Agreements); and (ii) the remaining _____ is for repayment of all loans made by Burton Lumber to OSS and for the termination of the Burton Lumber Contracts and Agreements. The

Termination Consideration shall be paid by wire transfer of immediately available funds to an account specified in writing by Burton Lumber prior to the Effective Date.

3. Deliveries. On the Effective Date, Burton Lumber shall deliver to OSS the original promissory note dated October 3, 2013. Upon delivery of the Termination Consideration, Burton Lumber hereby authorizes Buyer to file termination statements which terminate all UCC filings made by Burton Lumber against any member of the Seller Group.

4. Definition of Affiliate. As used herein, an “**Affiliate**” of any person or entity is any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity and, in the case of an individual, a spouse or a blood relative of such individual (or spouse) within the second degree.

5. Mutual Releases of Claims.

(a) In consideration of the covenants and agreements set forth herein, except for the obligations created by this Agreement, Burton Lumber fully and forever releases, discharges and acquits Buyer and the Seller Group from and against any and all claims, demands, obligations, duties, liabilities, damages, expenses, indebtedness, debts, breaches of contract or warranty, duty or relationship, acts, omissions, or liability of any type, kind, nature, description or character whatsoever, whether now known or unknown, whether heretofore existing or hereafter arising, whether liquidated or unliquidated, which Burton Lumber may now have, heretofore have had or hereafter may have against Buyer or the Seller Group pertaining or relating to any event occurring on or prior to the Effective Date (“**Burton Lumber Settled Claims**”). Burton Lumber hereby represents and warrants to Buyer and the Seller Group that Burton Lumber is the sole holder and owner of any and all right, claim and/or interest in and to the Burton Lumber Settled Claims, and that no portion of the Burton Lumber Settled Claims has been transferred, assigned, or encumbered.

(b) In consideration of the covenants and agreements set forth herein, except for the obligations created by this Agreement, Buyer and each Seller Group Member fully and forever release, discharge and acquit Burton Lumber from and against any and all claims, demands, obligations, duties, liabilities, damages, expenses, indebtedness, debts, breaches of contract or warranty, duty or relationship, acts, omissions, or liability of any type, kind, nature, description or character whatsoever, whether now known or unknown, whether heretofore existing or hereafter arising, whether liquidated or unliquidated, which Buyer and the Seller Group may now have, heretofore have had or hereafter may have against Burton Lumber pertaining or relating to any event occurring on or prior to the Effective Date (“**Buyer/Seller Group Settled Claims**”). Buyer and each Seller Group Member, severally and not jointly, hereby represent and warrant to Burton Lumber that they are the sole holders and owners of any and all right, claim and/or interest in and to the Buyer/Seller Group Settled Claims, and that no portion of the Buyer/Seller Group Settled Claims has been transferred, assigned, or encumbered.

6. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of each of the Parties, with the full intent of releasing all Burton Lumber Settled Claims and Buyer/Seller Group Settled Claims. No promise

or inducement has been offered except as set forth herein. This Agreement is executed without reliance upon any oral, written, express or implied representations, statements, promises, warranties or other inducement of any nature or sort made by any person or party hereto other than as is expressly set forth herein. Each of the Parties further acknowledge that: (a) such Party has read this Agreement; (b) such Party has been represented in the preparation, negotiation and execution of this Agreement by legal counsel of such Party's own choice or such Party has voluntarily declined to seek such counsel; (c) such Party understands the terms and consequences of this Agreement and of the releases it contains; and (d) such Party is fully aware of the legal and binding effect of this Agreement.

7. Miscellaneous.

(a) No alterations, amendments, waiver, or any other change in any term or provision of this Agreement shall be valid or binding on any Party unless the same shall have been agreed to in writing by all Parties. No waiver or default of any term of this Agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature. This Agreement may not be changed except by written agreement signed by all Parties.

(b) This Agreement shall be binding upon the Parties and their respective heirs, administrators, representatives, executors, trustees, successors and assigns, and shall inure to the benefit of each of them.

(c) In the event it becomes necessary to bring suit to enforce any provision of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other award, reasonable legal costs, including court costs and attorney's fees, from the non-prevailing Party(ies).


(d) If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions of this Agreement will remain in effect.

(e) This Agreement is entered into and shall be interpreted, enforced and governed by the law of the State of Texas, United States of America. Any action regarding this Agreement shall be brought in a court in Dallas County, Texas, United States of America.


(f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, but only one of which need be produced.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.


OSS SUPPRESSORS LLC

By: 
Scott B. Walker,
~~Chief Executive Officer~~ **CHAIRMAN**




OSS (OPERATORS SUPPRESSOR SYSTEMS INC.)

By: 
Russell Oliver, President


O.S.S. HOLDINGS, LLC

By: Holliday Holdings, Inc., Manager
By: 
Ross Holliday, President

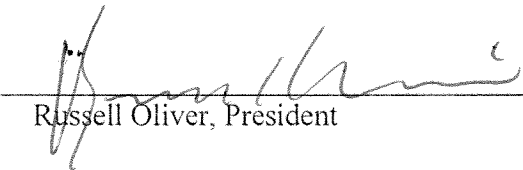
OSS TECHNOLOGIES CORP

By: 
Russell Oliver, President

Russell Oliver

Ross Holliday

HOLLIDAY HOLDINGS, INC.

By: 
Ross Holliday, President

PRAEDA, INC.

By: 
Russell Oliver, President

BURTON LUMBER & HARDWARE CO.

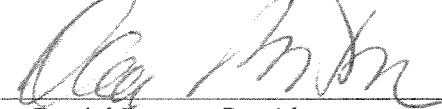
By: 
Daniel Burton, President

EXHIBIT A

Contracts and Agreements between any Seller Group Member, on the one hand, and Burton Lumber, on the other hand

1. Agreement, dated April 4, 2013, by and among Burton Lumber, OSS, Holliday and Oliver.
2. Agreement, dated July 29, 2013, by and between Burton Lumber and Oliver.
3. Agreement, dated October 3, 2013, by and between Burton Lumber and Oliver.
4. Guaranty of obligations of OSS by Burton Lumber in favor of Zions Bank.