

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JOURNEY, INC. | 03/26/2015 |
| RECEIVING PARTY DATA | | |
| Name: | SOLUTION ENTERPRISES, LLC | |
| Street Address: | 2908 PRONGHORN COURT | |
| City: | LOVELAND | |
| State/Country: | COLORADO | |
| Postal Code: | 80537 | |
| PROPERTY NUMBERS Total: 2 | | |
| Property Type | Number | |
| Patent Number: | 6237799 | |
| Patent Number: | D414959 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (970)492-0003 | |
| <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> | | |
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| Email: | crmiles@crmiles.com | |
| Correspondent Name: | CR MILES P.C. | |
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| ATTORNEY DOCKET NUMBER: | 644-01 | |
| NAME OF SUBMITTER: | CRAIG MILES | |
| SIGNATURE: | /craig miles/ | |
| DATE SIGNED: | 05/05/2015 | |
| Total Attachments: 2 | | |
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| source=Assignment#page2.tif | | |

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT ") is made and entered into as of March 26, 2015, by and among Journey, Inc., a Colorado corporation, whose address is P.O. Box 351, Windsor, Colorado 80550 (hereinafter referred to as the "Assignor") and Solution Enterprises, LLC, a Colorado Limited Liability corporation, whose address is 2908 Pronghorn Court, Loveland Colorado 80537 (hereinafter referred to as the "Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to:

- 1) United States Patent No. 6,237,799; and
- 2) United States Design Patent No. D414,959 (collectively the "Patents");

WHEREAS, Assignor desires to assign all right, title and interest in and to the Patents to Assignee to the extent he has any such rights worldwide; and

WHEREAS, Assignee desires to receive the assignment of all right, title and interest in and to the Patents from the Assignor to the extent it has any such rights worldwide.

NOW, THEREFORE, Assignee acknowledges receipt of \$10.00 or other good and valuable consideration from Assignee for the Assignment of the Patents and each of the undersigned hereby agree as follows:

1. Assignor warrants that:
 - a. it has the authority to assign all right, title, and interest in and to the Invention;
 - b. it has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. at the time of signing of this Assignment, it neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee.
2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Assignee the entire right, title, and interest in and to the Patents, including, but not limited to:
 - a. all such worldwide rights to make, use, offer-for-sale and sell the Invention;
 - b. the above-identified patent application and to any division, substitution, continuation, or continuation-in-part, of such application, all patents which may be granted thereon, and all reissues, and extensions thereof;
 - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;

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d. ~~all related rights involving the Patents in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government,~~

3. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Patents, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible.

4. Assignor further covenants and agrees that it will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided above.

5. Assignor grants the firm of CR MILES P.C., or other designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

6. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

SIGNATURES:

ASSIGNOR: JOURNEY, INC.

By: Marcia Kim Emerson
Marcia Kim Emerson
Title: President

Date: 3/26/15

ASSIGNEE: SOLUTION ENTERPRISES, LLC

BY: Thomas D. Book
Thomas D. Book
Title: Managing Member

Date: 26 Mar 2015