

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3383987

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BALLISTICS RESEARCH, INC.	05/20/2015
BALLISTICS BLOCKS, LLC	05/20/2015
RECEIVING PARTY DATA	
Name:	BRAD PATTEN, AS RECEIVER FOR BALLISTICS RESEARCH, INC. AND BALLISTICS BLOCKS, LLC
Street Address:	P.O. BOX 1098
City:	GAINESVILLE
State/Country:	GEORGIA
Postal Code:	30503
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7806038
CORRESPONDENCE DATA	
Fax Number:	(770)532-6822
<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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Correspondent Name:	JASON E. VOYLES
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Address Line 4:	GAINESVILLE, GEORGIA 30503
ATTORNEY DOCKET NUMBER:	10329
NAME OF SUBMITTER:	JASON E. VOYLES
SIGNATURE:	/Jason E. Voyles/
DATE SIGNED:	06/05/2015
Total Attachments: 11	
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ASSIGNMENT OF PATENT

PATENT NO. 7,806,038

Inventor: Leslie P. Duke

Title: "Modular polymeric projectile absorbing armor"

Application Date: July 13, 2005

Issue Date: October 5, 2010

Assignors: Ballistics Research, Inc. and Ballistics Blocks, LLC

Assignee: Brad Patten, as Receiver for Ballistics Research, Inc. and Ballistics Blocks, LLC

WHEREAS, Leslie P. Duke (hereinafter "Inventor") assigned Patent Number 7,806,038 (the "Patent") to Ballistics Research, Inc. pursuant to an Assignment of Assignor's Interest recorded on August 10, 2006 at Reel 18087, Frame 838; and

WHEREAS, Ballistics Research, Inc. purported to assign the Patent to Ballistics Blocks, LLC pursuant to a Nunc Pro Tunc Assignment recorded on May 18, 2010 at Reel 24397, Frame 674; and

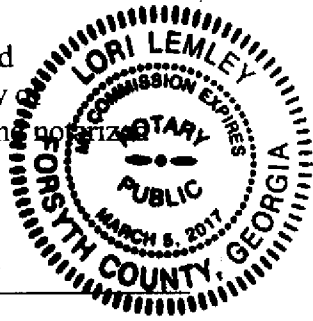
WHEREAS, the Superior Court of Dawson County, Georgia entered an order on April 8, 2015 appointing the undersigned Clerk of the Superior Court of Dawson County, Georgia as agent for Ballistics Research, Inc. and Ballistics Blocks, LLC and directing said Clerk of Court to assign the Patent to Brad Patten, as Receiver for Ballistics Research, Inc. and Ballistics Blocks, LLC (the "Order", a copy of which is attached hereto as Exhibit "A");

NOW, THEREFORE, pursuant to the authority granted to the undersigned Clerk of Court in the Order, the undersigned Clerk of Court on behalf of Ballistics Research, Inc. and Ballistics Blocks, LLC (collectively "Assignor") hereby assigns, grants and delivers, exclusively unto Brad Patten, as Receiver for Ballistics Research, Inc. and Ballistics Blocks, LLC ("Assignee") all of Assignor's right, title, and interest of every kind and nature whatsoever in and to Patent Number 7,806,038 filed in the United States Patent and Trademark Office, together with all right and

privileges appurtenant thereto, and together with all claims arising out of any past, present, or future infringement thereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Patent as of this 20th day of May, 2015.

Sworn to and subscribed before me this 20th day of May, 2015 and notarized by me on said day.



Lori Lemley

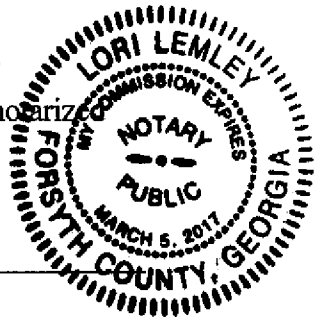
Notary Public

My commission expires: 3-5-17

ASSIGNOR:
Ballistics Research, Inc.

By: [Signature] (SEAL)
Justin Power, Clerk of Superior Court of Dawson County, Georgia and agent for Ballistics Research, Inc.

Sworn to and subscribed before me this 20th day of May, 2015 and notarized by me on said day.



Lori Lemley

Notary Public

My commission expires: 3-5-17

ASSIGNOR:
Ballistics Blocks, LLC

By: [Signature] (SEAL)
Justin Power, Clerk of Superior Court of Dawson County, Georgia and agent for Ballistics Blocks, LLC

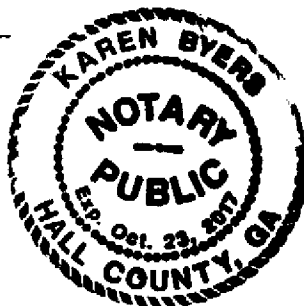
Sworn to and subscribed before me this 4th day of June, 2015 and notarized by me on said day.

Karen Byers

Notary Public

My commission expires: 10-23-17

JEV: 10329/W172453



ASSIGNEE:
As Receiver for Ballistics Blocks LLC and Ballistics Research, Inc.
By: [Signature] (SEAL)
Brad Patten, as Receiver for Ballistics Blocks, LLC and Ballistics Research, Inc.

COPY

IN THE SUPERIOR COURT OF DAWSON COUNTY
STATE OF GEORGIA

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

BRI FUNDING, LLC,

Plaintiff,

v.

BALLISTICS RESEARCH, INC.,
BALLISTICS BLOCKS, LLC;
JAMES P. ORR, and
WAYNE F. ORR,

Defendants.

APR - 9 2015

TIME 11:45am
[Signature], CLERK

CIVIL ACTION
NO.: 11-CV-125-B

**ORDER GRANTING MOTION TO COMPEL ASSIGNMENT OF PATENTS AND
INTELLECTUAL PROPERTY AND FOR THE APPOINTMENT OF A RECEIVER FOR
THE PURPOSES OF SALE OF PATENTS AND INTELLECTUAL PROPERTY**

This matter having come before the court on Plaintiff's *Motion to Compel Assignment of Patents and Intellectual Property and for the Appointment of a Receiver for the Purposes of Sale of Patents and Intellectual Property*, and following a hearing before the court on April 8, 2015, the court finds as follows:

The Court granted a Motion for Partial Summary Judgment in favor of Plaintiff and against all of the Defendants by Order dated August 28, 2013. That Order, in ruling on Count VI, specifically ordered:

The Defendants are ordered, jointly and severally, to take appropriate action so that Ballistics Blocks, LLC, shall immediately re-assign and transfer all rights to the patents fraudulently assigned by the *Patent Assignment Nunc Pro Tunc*, including but not limited to U.S. Patent No. 6,722,195; U.S. Patent No. 7,806,038, U. S. Patent No. 7,845,266 and U.S. Patent Application No. 12/522,507. Within ten (10) days of the entry of this Order, the Defendants are ordered to re-assign the patents and/or void the assignment, record the assignment with the US Patent and Trademark Office and deliver a copy of the recorded assignment to Plaintiff of its counsel.

The Order further provided:

The patents and all property of Ballistic Research, Inc. and Ballistics Blocks, LLC, shall hereby be attached in accordance with O.C.G.A. § 18-3-1 et.seq., as is necessary to protect BRI Funding's right in the patents and any proceeds gained from the use of the patents.

That Order was subsequently affirmed by the Court of Appeals, by an opinion dated November 21, 2014.¹

It is undisputed that since that time the Defendants have failed and refused to take action to re-assign the patents in issue to Ballistics Research, Inc. Defendants have made representations to the Court that the Defendants were not conducting business and generating revenue from the use of the patents. These representations are untrue. Plaintiff has submitted evidence along with the *Motion to Compel Assignment* that Defendants continue to operate and generate revenue from the sale of items manufactured by Defendants based on the patents. Based on the evidence before the Court, it is clear that the Defendants have no intention of voluntarily obeying the express Orders of this court regarding re-conveyance of the patents and the attachment of the property of the corporate defendants.

IT IS HEREBY ORDERED, pursuant to O.C.G.A. § 9-8-1, et. seq., that

Brad Patten

should be appointed as the Receiver for Ballistics Research, Inc. and Ballistics Blocks, LLC (the "Companies").

¹ The Court of Appeals affirmed in part, and vacated an award of punitive damages under a separate count with direction to the Court to consider whether Defendants acted, or failed to act with specific intent to cause harm such that punitive damages were warranted beyond the \$250,000 cap provided for in O.C.G.A. § 51-12-5.1(f).

The Clerk of Court of Dawson County is hereby appointed as agent of the Companies and is directed to sign an Assignment, to be prepared by counsel for Plaintiff, assigning U.S. Patent No. 6,722,195; U.S. Patent No. 7,806,038, U. S. Patent No. 7,845,266, U.S. Patent Application No. 12/522,507, and all other intellectual property and good will to the Receiver.

The Receiver will, upon receiving an assignment of the Patents, intellectual property and goodwill of the Defendant entities, conduct a public sale of the Patents. The sale will be conducted under the terms and conditions for a Sheriff's sale. The proceeds from the sale of the Patents, intellectual property and goodwill will be applied to the debts of the Company including existing judgment creditors in the order of priority.

Additionally, the Receiver is hereby granted the following powers until further Order of this Court.

(a) To take possession of, manage and operate the defendant Companies, in order to protect and preserve same, and to manage the day-to-day operation of the Companies;

(b) To hold all property of the Companies as if in trust, as a fiduciary, subject to the order and control of this Court, pursuant to O.C.G.A. § 9-8-8;

(c) To take any action it deems necessary to protect and preserve the property of the Companies, including the filing of a Request for Injunctive Relief;

(d) To retain an attorney or other professionals, agents, employees, accountants, consultants or any other person or entity without the need to seek prior court approval, who the Receiver in its judgment believes is necessary or advisable to discharge its duties under this Order;

(e) To contract and pay for routine and ordinary items of maintenance pertaining to the Companies and not involving expenditures of a capital nature or otherwise outside the ordinary course of the business of the operation and management of the Companies;

(f) To pay all expenses required in order to preserve and operate the Companies during the pendency of the receivership;

(g) To hire and fire employees as the Receiver deems necessary for the management, conduct, control and maintenance of the Companies;

(h) To enter into contracts affecting the Companies, and to modify, continue and/or terminate, in the Receiver's business judgment, any contracts presently existing relating to the Companies;

(i) To pay or incur expenditures of a capital nature, not of an emergency nature, and otherwise outside the ordinary course of the business of the operation and management of the Companies;

(j) To liquidate the personal property of the Companies in a commercially reasonable manner in an effort to satisfy the indebtedness of the Companies;

(k) In addition to any other rights specifically granted to the Receiver hereunder, the Receiver will have and possess all powers and rights to efficiently control, administer and manage the Companies, including, but not be limited to, the following:

(i) to use the income, earnings and profits of the Companies to manage, control, operate and maintain the Companies; any revenue or other sales proceeds derived, shall be applied first to amounts advanced by Petitioners to the Receiver for the purposes of the receivership, and then to the

indebtedness of the Companies in the order of priority. The Receiver may apply revenue in accordance with this paragraph on a monthly or more frequent basis.

(ii) to open and maintain bank accounts in the name of the Receiver, provided that no other funds are commingled with the funds held by the Receiver under this Order.

(iii) subject to the terms of this Order, to operate and manage the Companies or incur expenses as may be necessary and advisable in the ordinary course of business in the discharge of its duties as Receiver and preserve the value of the Companies until further order from this Court.

The Receiver will be compensated for its service as Receiver in the amount of \$ 250.⁰⁰ per hour. Bills will be subject to review by the Court.

The Receiver must deposit all funds incoming to the Receiver with respect to this receivership into a separate bank account in a federally-insured bank of the Receiver's choice.

Defendants as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of Defendants, and any persons receiving notice of this Order, by personal service or otherwise, are hereby immediately restrained and enjoined from (i) leasing, disposing, transferring, exchanging, assigning, encumbering or in any way conveying any portion of the property of the Companies or any assets related thereto, and (ii) the transaction of any business with the Companies except with the approval of the Receiver.

Defendants Wayne Orr and Jim Orr, as well as their agents, servants,

employees, attorneys, any persons acting for or on behalf of any Defendant and any persons receiving notice of this Order, by personal service or otherwise, having possession of property, business, books, records, accounts, bank accounts, deposits, or any other assets related to the Companies are hereby directed to immediately deliver the same to the Receiver, his agents, and/or employees. Defendants Jim Orr and Wayne Orr are ordered to deliver to the Receiver all keys, combinations to any locks, or similar access necessary to open or gain access to any part of the property utilized by the Companies.

Defendants shall cooperate with and assist the Receiver when requested by the Receiver and shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the performance of its duties, or to demand, collect, receive or accept any future accounts, rents, or income. To the extent any such future accounts, rents or income come into the possession of Defendants after the entry of this Order, they shall remit the accounts, rents or income to the Receiver immediately.

Except for an act of gross negligence, the Receiver and all persons engaged by or employed by the Receiver will not be liable for any loss or damage incurred by Defendants, or any other person, by reason of any act performed or omitted to be performed by the Receiver or any person engaged by or employed by the Receiver in connection with the discharge of their duties and responsibilities in this matter.

Any loss, cost, damage or expense suffered or incurred by the Receiver as a result of any claim, suit, action or other demand or proceeding brought against Receiver or any of its employees in connection with its performance as Receiver will be solely an expense of the receivership and not of the Receiver. The Receiver will not, by

complying with the terms of this Order, be deemed to have accepted or ratified any contracts currently existing for the Companies. Any debts and liabilities incurred by the Receiver in the course of its operation and management of the Property, whether in the Receiver's name or otherwise, will be the debts and obligations of the receivership estate only, and not of the Receiver in its proprietary capacity. In undertaking the Receiver's duties hereunder, the Receiver will not be obligated to expend or advance its own funds, and will only be obligated to perform such duties to the extent that funds are available from the operation of the Companies, or as otherwise made available to the Receiver by Plaintiff.

The Receiver will not be obligated to pay charges or expenses or accounts payable associated with the operation or management of the Companies which were incurred prior to the time Receiver takes possession of the Companies; provided, however, that Receiver may pay such charges and expenses if, in the Receiver's judgment and discretion, the payment of such expenses is necessary or desirable for the continued operation or preservation of the Companies.

The primary focus of the Receivership, after the transfer and sale of the intellectual property will be the liquidation of the Companies and application of any funds so generated to satisfy the indebtedness of the Companies, in the order of their legal priority.

The Receiver or any party, at any time, on proper notice to the parties hereto, may apply to this Court for further or other instructions and for further power necessary to enable the Receiver to properly fulfill the Receiver's duties hereunder or, for good cause shown, seek dissolution of the receivership.

The Court expressly waives the requirement that the Receiver post bond pursuant to O.C.G.A. § 9-8-10.

This Order will be effective immediately upon its entry.

This Court will retain jurisdiction over this matter for all purposes and will order other and further relief that this Court deems appropriate under the circumstances.

The parties are ordered to cooperate fully promptly and in good faith with the Receiver and each other, and any failure to cooperate shall be punishable by contempt.

The Receiver's authority with respect to the Property shall supersede that of any other individual, manager, or agent of the Respondent or any other person or entity claiming any authority to act on behalf of the Respondent with respect to the Property, and no one other than the Receiver shall have any further authority to act with respect to the Property.

SO ORDERED this 8th day of April, 2015.



JUDGE
DAWSON COUNTY SUPERIOR
COURT

Prepared and submitted by:
T. Wesley Robinson
Georgia Bar No. 610674
Hulsey, Oliver & Mahar, LLP
P.O. Box 1457
Gainesville, Georgia 30503
Attorney for Plaintiff

TWR/10329/W/170594

IN THE SUPERIOR COURT OF DAWSON COUNTY
STATE OF GEORGIA

BRI FUNDING, LLC,

Plaintiff,

v.

BALLISTICS RESEARCH, INC., and
WAYNE F. ORR,

Defendants.

CIVIL ACTION
NO.: 11-CV-125-B

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

APR - 9 2015

TIME 11:45am
Clerk

CERTIFICATE OF SERVICE

The foregoing **Order Granting Motion to Compel Assignment of Patents and Intellectual Property and for the Appointment of a Receiver for the Purposes of Sale of Patents and Intellectual Property** was served on the parties by depositing same in the United States Mail, with adequate postage prepaid thereon to ensure delivery as follows:

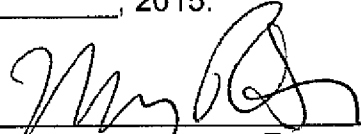
Wayne F. Orr
6230 Shiloh Road
Suite 200
Alpharetta, GA 30005

Ballistics Research, Inc.
6230 Shiloh Road
Suite 200
Alpharetta, GA 30005

Ballistics Blocks, LLC
6230 Shiloh Road
Suite 200
Alpharetta, GA 30005

James P. Orr
5 Andrea Court SW
Rome, GA 30165

This 8 day of April, 2015.


Wesley Robinson, Esq.
Attorney for Plaintiff
Georgia Bar No. 610674

TWR/mmk/10329/W170594