| Received AUG 1 0 2015  | U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office  |
|--|--|
| 1. Name of conveying party(ies)  | 2. Name and address of receiving party(ies)  |
| PAUL L. WILKS  | Name: PHILIP HEALD Internal Address: P.O. Box 308  |
| Additional name(s) of conveying party(ies) attached? Yes No.  3. Nature of conveyance/Execution Date(s):  Execution Date(s) 12 / 14 / 2011   | Street Address: 112 S. GTH St.   |
| X Assignment       Merger         Security Agreement       Change of Name  | City: IRONTON  |
| Joint Research Agreement   | State: 0H  |
| Government Interest Assignment   | Country: US zip: 45638   |
| Executive Order 9424, Confirmatory License  Other  | Additional name(s) & address(es) attached? Yes X No  |
| 4. Application or patent number(s):  A. Patent Application No.(s)  Additional numbers at   | document is being filed together with a new application.  B. Patent No.(s)  US 7,514,803 B2  tached? Yes XNo           |
| 5. Name and address to whom correspondence concerning document should be mailed:   | 6. Total number of applications and patents involved:   (one)  |
| Name: OLEN YORK  | 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40   |
| Internal Address: P.o. Bok 829  Street Address: 347 County Ro 411  | Authorized to be charged to deposit account  Enclosed (Check)  None required (government interest not affecting title) |
| City: PROCTORVILLE   | 8. Payment Information   |
| State: 0# Zip: 45669   |  |
| Phone Number: 740 414 3975   |  |
| Docket Number: HLD 01 PT 15  | Deposit Account Number   |
| Email Address: oly 30 olenyork, com  | ### ### ##############################   |
| 9. Signature: Jun L. Mork Tu   | 40.00 0 40.00 0 Date   |
| OLEN L. YORK III  Name of Person Signing   | Total number of pages including cover sheet, attachments, and documents:   |
| Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450 |  |

PATENT REEL: 036334 FRAME: 0626

## AGREEMENT

It's been a pleasure assisting you with your legal issues and I am looking forward to providing you with legal representation going forward.

Prior to commencing further representation with respect to the licensure, sale or other suitable disposition regarding the patent of the Powerwagon, I am required to advise you of the following. If you agree to the terms of what I've provided below, please acknowledge by initialing, signing, and returning this document to me. From hereinafter, within this document, I will be referred to as your lawyer and you, or any future entity related to carrying out the business of your patent shall be the Client.

Thus, Lawyer and Client agree to the following:

- 1. If necessary, Lawyer will assist and advise Client in formally establishing the Client as a recognized legal entity with the Ohio Secretary of State. Costs associated with formal incorporation shall be paid by the Client and in the case of the Lawyer advancing such costs the Lawyer shall be reimbursed.
- 2. Lawyer will represent the best interests of the Client for the purposes of carrying out the licensure, sale, or disposition of the Client's patent of the Powerwagon and related products.
- 3. In consideration of the Lawyer's representation of Client for the aforementioned purposes stated in the preceding paragraphs, Lawyer obtains an ownership interest valued at 10% associated with any licensure, sale or other disposition of the Client's patent for the Powerwagon and/or other patents and/ or products owned by Client, and shall therefore receive a 10% share of any income realized from Client's patent for the Powerwagon and/or other patents and/or products owned by Client.
- 4. Client is hereby advised of the desirability and has been given a reasonable opportunity to seek advice of independent legal counsel on the transaction.
- 5. Client by signing this document gives informed consent to the essential terms of the transaction and understands the lawyer's role in this transaction.

PALL L. WILKS

Philip J. Heald Date

PATENT REEL: 036334 FRAME: 0627

RECORDED: 08/10/2015