

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEITH DOMINICK SZECHENYI	11/27/2012
DOMINICK MARTIN SZECHENYI	11/27/2012
RECEIVING PARTY DATA	
Name:	EVOLUTION DECOYS, LLC
Street Address:	1800 OAK PARK BOULEVARD
City:	PLEASANT HILL
State/Country:	CALIFORNIA
Postal Code:	94523
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14993903
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	144045.00854
NAME OF SUBMITTER:	ROWAN P. SMITH, REG. NO. 64,198
SIGNATURE:	/Rowan P. Smith/
DATE SIGNED:	01/14/2016
Total Attachments: 4	
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ASSIGNMENT

WHEREAS, Keith Dominick Szechenyi of Lafayette, California, and Dominick Martin Szechenyi of Stanwood, Washington, Assignors, have invented a new and useful 12VDC ROBOTIC SIMULATION OF A FLYING/LANDING DUCK/GOOSE DECOY, for which an application for United States Letters Patent was executed by them on or about the same date as this Assignment; and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in the application for Letters Patent; and

WHEREAS, Evolution Decoys LLC, a Nevada limited liability company, having a place of business at 1800 Oak Park Boulevard, Pleasant Hill, California 94523, Assignee, desires to acquire by formal, recordable assignment the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to the Assignors, they and their legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the

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United States and throughout the world for the invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns to the invention, the application, and any Letters Patent granted for the invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment.

Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for the invention, whether on the application or on any subsequently filed division, continuation, continuation-in-part or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in the invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment.

Assignors

Date: Nov. 27, 2012


Keith Dominick Szechenyi

Date: 11-27-2012


Dominick Martin Szechenyi

AMENDMENT TO ASSIGNMENT

This First Amendment to the Assignment between Keith Dominick Szechenyi of Lafayette, California, and Dominick Martin Szechenyi of Stanwood, Washington (collectively, "Assignors"), and Evolution Decoys, LLC, a Nevada limited liability company ("Assignee"), is made and entered into as of the date of the last signature below.

RECITALS

WHEREAS, Assignors entered into that certain Assignment dated November 27, 2012 governing the assignment of the invention, patent application and patent related to the 12VDC ROBOTIC SIMULATION OF A FLYING/LANDING DUCK/GOOSE DECOY (collectively, the "Invention");

WHEREAS, the parties intended for Assignors to assign to Assignee all intellectual property related to the Invention and all related materials, including without limitation all copyrights in the same (collectively, "Intellectual Property");

WHEREAS, the parties wish to amend the scope of the Assignment of rights to Assignee as of the Effective Date of that Assignment to clarify the scope of the Assignment to include the Intellectual Property;

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged as previously received, the parties hereby further agree as follows:

1. Definitions. Any capitalized terms used in this First Amendment, unless otherwise defined herein, have the meanings given those terms in the Assignment.
2. Amendments. The following language is to be added to the Assignment as follows:

Assignors hereby confirm and as necessary hereby sell, assign and transfer to Assignee the entire right, title and interest in and to the Invention and all Intellectual Property in the same, including without limitation all copyright, moral and other intellectual property and proprietary rights therein throughout the world, including all of the exclusive rights listed in 17 U.S.C. § 106 or provided for under the laws of any foreign country, as well as the right to apply for or otherwise obtain registrations and renewals covering such rights and all right, title and interest in and to any and all claims and demands, at law or in equity, for past infringement of the proprietary or intellectual property rights in the Intellectual Property.

Assignors agree to do all lawful things that may be necessary for Assignee to protect or perfect its rights in the Intellectual Property in the United States and in any foreign country, such as executing further agreements documenting the ownership of the Intellectual Property.



Assignors represent that they are the owners of all right, title and interest of the Intellectual Property, and covenant that they have the full right to convey the entire interest herein assigned, and that they have not executed, and will not execute any agreement in conflict herewith.

3. Release. The parties expressly intend the above amendment to be effective as of the Effective Date of the Assignment. For the purpose of clarification, Assignors waive and release any claim against Assignee (and any licensee of Assignee) arising from any use of the Intellectual Property as not fully contemplated by the Assignment.

4. Counterparts. This First Amendment may be executed by facsimile signatures or electronic signature in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute one document.

5. Entire Agreement. The parties expressly intend to modify and amend the terms of the Assignment as set forth above. This First Amendment, together with the Assignment it modifies constitutes the entire agreement of the parties and supersedes all previous communications either written or oral between the parties with respect to the subject matter herein. In the event of a conflict between the terms of this First Amendment and the terms of the Assignment, the terms of this First Amendment shall govern. Except as otherwise expressly set forth above, all terms and conditions of the Assignment remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed and delivered this First Amendment as of the day and year first below written.

KEITH DOMINICK SZECHENYI

Signature: 

Date: 2-26-14

EVOLUTION DECOYS, LLC

Signature: 

Printed Name: Drew Riding

Date: 2-24-14

DOMINICK MARTIN SZECHENYI

Signature: 

Date: 2-26-14



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