

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT3706896

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	COURT ORDER	
CONVEYING PARTY DATA		
	Name	Execution Date
	ERIC L. BARNETT	01/21/2016
RECEIVING PARTY DATA		
Name:	DANIEL SCOTT	
Street Address:	3320 N.E. 29TH AVENUE	
City:	LIGHTHOUSE POINT	
State/Country:	FLORIDA	
Postal Code:	33064	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14502657	
CORRESPONDENCE DATA		
Fax Number:	(954)768-0158	
<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:	954-768-9002	
Email:	rkain@complexip.com	
Correspondent Name:	KAIN SPIELMAN, P.A.	
Address Line 1:	900 S.E. THIRD AVENUE	
Address Line 2:	SUITE 205	
Address Line 4:	FORT LAUDERDALE, FLORIDA 33316	
ATTORNEY DOCKET NUMBER:	5302-02-CIP	
NAME OF SUBMITTER:	ROBERT C. KAIN, JR.	
SIGNATURE:	/Robert Kain/	
DATE SIGNED:	01/22/2016	
Total Attachments: 13		
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STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: ERIC L. BARNETT

Application No./Patent No.: 14/502,657

Filed/Issue Date: September 30, 2014

Titled: ADJUSTABLE MOTORCYCLE TRAILER ASSEMBLY

Daniel Scott, a Individual

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %), or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Eric L. Barnett

To: Daniel Scott

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: _____

To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____

To: _____

The document was recorded in the United States Patent and Trademark Office at

Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

(NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Daniel Scott
Signature

21 JAN 2016
Date

DANIEL SCOTT

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT
REEL: 037556 FRAME: 0940



ORDERED in the Southern District of Florida on January 20, 2016.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

In re:

ERIC LLOYD BARNETT,

Case No. 15-20301-EPK

Debtor.

Chapter 7

**ORDER GRANTING EMERGENCY MOTION FOR ORDER
AUTHORIZING THE TRUSTEE TO SELL INTELLECTUAL PROPERTY FREE
AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES
AND REQUEST OF WAIVER UNDER RULE 6004(h)**

This matter came before the Court for hearing on January 14, 2016 (the "Sale Hearing") upon the *Emergency Motion for Order Authorizing the Trustee to Sell Intellectual Property Free and Clear of Liens, Claims and Encumbrances and Request of Waiver Under Rule 6004(h)* (the "Motion") [ECF No. 90], filed by the chapter 7 trustee, Robert Furr (the "Trustee").

The bankruptcy estate in this case owns the following patents and applications: (a) Adjustable Motorcycle Trailer Assembly, U.S. Patent No. 8,876,140 (the "Patent"), and (b)

Patent Application Serial No. 14/502,657, filed September 30, 2014, which is a continuation in part of the Patent (the "Application") (collectively, the "Intellectual Property"). The Motion requests entry of an order (a) authorizing and scheduling the sale of the Intellectual Property free and clear of all liens, claims, and encumbrances; (b) authorizing the Trustee to execute a bill of sale in the form attached to the Motion as Exhibit "A" (the "Bill of Sale"); and (c) waiving the fourteen day stay set forth in Federal Rule of Bankruptcy Procedure 6004(h). It appearing due notice having been given of the Motion and Sale Hearing; and the Court having reviewed the Motion and finding the relief requested therein is appropriate;

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules") 7052 and 9014.

B. The Court has jurisdiction over the Motion and the transactions contemplated therein pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N).

C. The predicates for the relief sought in the Motion are sections 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code" or "Code"), and Bankruptcy Rules 2002, 6004 and 9006.

D. Due, proper, timely, adequate, and sufficient notice of the Motion and Sale Hearing has been given in accordance with the provisions of sections 102(1) and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004 and 9006(c). A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all interested

persons and entities. No other or further notice of the Motion and Sale Hearing is or shall be required.

E. The Trustee did not receive any qualified bids for the Intellectual Property other than the bid received from Daniel Scott (the "Purchaser") in the amount of \$74,880.39 (the "Purchase Price"), consisting of \$18,000 in cash and a credit bid of the Purchaser's secured claim in the Intellectual Property in the amount of \$56,880.39.

F. At the Sale Hearing, the Trustee sought approval of the sale of the Intellectual Property to the Purchaser. As demonstrated by (i) evidence proffered or adduced at the Sale Hearing, including the proffers of the Purchaser and Trustee; and (ii) the representations of counsel made on the record at the Sale Hearing, the Trustee and his professionals have reasonably marketed the Intellectual Property and afforded interested potential purchasers a full, fair, and reasonable opportunity to make an offer to purchase the Intellectual Property.

G. The Trustee has demonstrated and proven to the satisfaction of this Court good, sufficient, and sound business purposes and justifications for the sale of the Intellectual Property, and the sale is in the best interests of the bankruptcy estate and all creditors. The business reasons justifying the sale of the Intellectual Property include the facts that (i) the Purchase Price constitutes the highest and best offer for the Intellectual Property; and (ii) approval of the Motion will present the best opportunity to realize the value of the Intellectual Property.

H. The Motion must be granted promptly because there is a significant risk that the value of the Intellectual Property will deteriorate due to federal deadlines regarding the Application.

I. The sale of the Intellectual Property was negotiated and has been and is undertaken by the Purchaser and Trustee at arm's length, without collusion or fraud, and in good

faith within the meaning of section 363(m) of the Bankruptcy Code. As a result of the foregoing, the Purchaser and Trustee are entitled to the protections of section 363(m) of the Bankruptcy Code. Neither the Purchaser nor Trustee has engaged in any conduct that would cause or permit the sale of the Intellectual Property to be avoided under section 363(n) of the Bankruptcy Code. The Purchaser has not otherwise violated section 363(n) by any action or inaction, and the sale of the Intellectual Property does not violate the provisions of section 363(n) of the Bankruptcy Code.

J. The transfer of the Intellectual Property to the Purchaser will be a legal, valid, and effective transfer of the Intellectual Property and will vest the Purchaser with all right, title, and interest of the Trustee in and to the Intellectual Property entirely free and clear of all liens, encumbrances, claims and interests of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of the instant case, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, "Interests").

K. The Purchaser would not consummate the sale of the Intellectual Property, thus adversely affecting the estate and its creditors, if the sale of the Intellectual Property to the Purchaser was not entirely free and clear of all Interests of any kind or nature whatsoever.

L. The Trustee may sell the Intellectual Property entirely free and clear of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Specifically, each entity with a security interest in the Intellectual Property has consented to the sale, is deemed to have consented to the sale, or could be compelled in a legal or equitable proceeding to accept a

money satisfaction of such interest; or the sale of the Intellectual Property otherwise satisfies the requirements of section 363(f) of the Bankruptcy Code.

M. The Purchaser is not assuming any of the debts, liabilities or obligations of the estate in connection with his purchase of the Intellectual Property.

N. In the absence of a stay pending appeal, the Purchaser will be acting in good faith pursuant to section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Motion. Cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rule 6004(h).

O. Time is of the essence in closing the sale of the Intellectual Property, and the Purchaser and Trustee intend to close the sale of the Intellectual Property as soon as possible.

For all of the foregoing and after due deliberation, the Court **ORDERS AND ADJUDGES** that:

1. The Motion is **GRANTED**.
2. Any and all objections and responses concerning the Motion are resolved in accordance with the terms of this Order and as set forth in the record at the Sale Hearing. To the extent any such objections or responses were not otherwise withdrawn, waived, or settled, all such objections, and all reservations of rights or relief requested therein, are hereby overruled on the merits and denied with prejudice.
3. The sale of the Intellectual Property to the Purchaser contemplated in the Motion is approved in all respects.
4. The sale of the Intellectual Property by the Trustee is "as-is, where-is" and is made without representations or warranties.

5. The Trustee is authorized to execute the Bill of Sale and otherwise consummate the sale of the Intellectual Property to the Purchaser, including taking any and all such further actions as may be reasonably requested by the Purchaser for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchaser or reducing to possession, the Intellectual Property, or as may be necessary, desirable or appropriate in connection with the performance by the Trustee of his obligations under the Motion. Any agreements, documents, or other instruments necessary to consummate the sale of the Intellectual Property to the Purchaser may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court.

6. This Order shall be binding in all respects upon Eric Lloyd Barnett (the "Debtor"), all creditors (whether known or unknown) of the Debtor, all parties who received notice of the Sale Hearing and all successors and assigns of the Purchaser and the Trustee.

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, at the closing and upon consummation of the sale of the Intellectual Property, the Purchaser shall acquire good and marketable title in and to the Intellectual Property, entirely free and clear of all Interests of any kind or nature whatsoever, with all such Interests of any kind or nature whatsoever to attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect which they now have as against the Intellectual Property, subject to any claims and defenses the Trustee or any other party in interest may possess with respect thereto.

8. The transfer of the Intellectual Property to the Purchaser does not require any consents and constitutes a legal, valid, and effective transfer of the Intellectual Property, and shall vest the Purchaser with all right, title, and interest of the Trustee in and to the Intellectual Property entirely free and clear of all Interests of any kind or nature whatsoever.

9. All persons and entities holding Interests of any kind or nature whatsoever against or in the Debtor or the Intellectual Property (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), arising under or out of, in connection with, or in any way relating to, the Debtor, the Intellectual Property, or the transfer of the Intellectual Property to the Purchaser, are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, his successors or assigns, his property, or the Intellectual Property, such persons' or entities' Interests.

10. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Interests in the Intellectual Property shall not have delivered to the Trustee prior to the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Intellectual Property, then (a) the Trustee is authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Intellectual Property, and (b) the Purchaser is authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests in the Intellectual Property of any kind or nature whatsoever.

11. The consideration provided by the Purchaser for the Intellectual Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

12. The consideration provided by Purchaser for the Intellectual Property is fair and reasonable, and the sale of the Intellectual Property may not be avoided under section 363(n) of the Bankruptcy Code.

13. Each and every federal, state, and local governmental agency or department is directed to accept any and all documents and instruments necessary and appropriate to consummate the sale of the Intellectual Property.

14. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor or Trustee arising under or related to the Intellectual Property.

15. The purchase of the Intellectual is undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of the sale of the Intellectual Property to Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a purchaser in good faith of the Intellectual Property and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. The Purchaser has not violated section 363(n) by any action or inaction, and the sale of the Intellectual Property does not violate the provisions of section 363(n) of the Bankruptcy Code.

16. The terms and provisions of this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor, the Trustee, the estate, creditors, the Purchaser and their respective affiliates, successors, and assigns; and any affected third parties.

17. Time is of the essence in closing the sale of the Intellectual Property. Accordingly, the twenty-one day notice period to parties in interest for a proposed use, sale or lease of property in the estate other than in the ordinary course of business is reduced pursuant to Bankruptcy Rules 2002(a)(2) and 9006(c). The fourteen day stay of this Order provided for in Bankruptcy Rule 6004(h) shall not apply, and this Order is immediately effective and enforceable.

18. This Order constitutes this Court's approval of the sale of the Intellectual Property. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

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Submitted by:

Alan R. Crane, Esq.
Furr and Cohen, P.A.
Counsel for the Trustee
2255 Glades Road
One Boca Place, Ste. 337W
Boca Raton, Florida 33431
Telephone: (561) 395-0500
Facsimile: (561) 338-7532

Copies to:

Alan R. Crane, Esq.

[Attorney Alan R. Crane is directed to serve a conformed copy of this Order to all interested parties immediately upon receipt and shall file a certificate of service with the Clerk].

VIA ECF:

- Alan R Crane acrane@furrcohen.com,
 pmouton@furrcohen.com;atty_furrcohen@bluestylus.com
- Patrick R Dorsey pdorsey@sfl-pa.com, ematteo@sfl-pa.com;dwoodall@sfl-
 pa.com;scusack@sfl-pa.com
- Robert C Furr danderson@furrcohen.com, rcf@trustesolutions.net
- Joe M. Grant jgrant@msglaw.com,
 efile@msglaw.com;mg197ecfbox@gmail.com;sleary@msglaw.com
- Office of the US Trustee USTPRegion21.MM.ECF@usdoj.gov
- John E Page jpage@sfl-pa.com, scusack@sfl-pa.com;lrosetto@sfl-
 pa.com;dwoodall@sfl-pa.com

MANUAL NOTICE LIST:

Gary Adams
4178 Central Sarasota Pkwy #318
Sarasota, FL 34238

Vickie Adams
4178 Central Sarasota Pkwy
Suite #318
Sarasota, FL 34238

Marlane D. Aigla
POB 820
Boonville, CA 95415

Ed Kempner
20112 Back Nine Dr
Boca Raton, FL 33498

Hiromu Koshimizu
4685 Circle Dr.
Santa Rosa, CA 95409

Scott Lands
Wurk Metal Products Inc
2425 E County Rd 800 S
Clayton, IN 46118

Recovery Management Systems Corp
25 SE 2 Ave #1120
Miami, FL 33131



ORDERED in the Southern District of Florida on January 20, 2016.

A handwritten signature in black ink, appearing to read "Erik P. Kimball".

Erik P. Kimball, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov

In re:

Case No. 15-20301-EPK
Chapter 7

ERIC LLOYD BARNETT,
Debtor.

**ORDER GRANTING TRUSTEE ROBERT C. FURR'S MOTION TO ALLOW
SECURED CREDITOR TO RETAIN AND PAY FOR AN ATTORNEY
TO PRESERVE ASSETS OF THE ESTATE SUBJECT TO LIEN OF
SECURED CREDITOR *NUNC PRO TUNC* TO DECEMBER 29, 2015 [DE #87]**

THIS CAUSE came on before the Court, on January 14, 2016, upon the Trustee's, ROBERT C. FURR, Motion to Allow Secured Creditor to Retain and Pay for an Attorney to Preserve Assets of the Estate Subject to Lien of Secured Creditor *Nunc Pro Tunc* to December 29, 2015 [DE #87], and the Court having considered the motion, and being otherwise duly advised, it is

ORDERED AND ADJUDGED:

1. That the Motion to Allow Secured Creditor to Retain and Pay for an Attorney to Preserve Assets of the Estate Subject to Lien of Secured Creditor *Nunc Pro Tunc* to December 29, 2015 is GRANTED.

2. The Secured Creditor, Daniel Scott, is permitted to retain an attorney at his own expense to file the necessary paperwork with the USPTO to preserve the application.

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Submitted by:

Alan R. Crane, Esquire
Attorney for Trustee
Furr & Cohen, P.A.
One Boca Place, Suite 337W
2255 Glades Road
Boca Raton, FL 33431
(561)395-0500/(561)338-7532 fax
E-mail: acrane@furrcohen.com

Attorney Alan R. Crane is directed to serve a copy of this Order on all parties listed below and file a Certificate of Service with the Court.

VIA ECF:

- Alan R Crane acrane@furrcohen.com,
pmouton@furrcohen.com; atty_furrcohen@bluestylus.com
- Patrick R Dorsey pdorsey@sfl-pa.com, ematteo@sfl-pa.com; dwoodall@sfl-pa.com; scusack@sfl-pa.com
- Robert C Furr danderson@furrcohen.com, rcf@trustesolutions.net
- Joe M. Grant jgrant@msglaw.com,
efile@msglaw.com; mg197ecfbox@gmail.com; sleary@msglaw.com
- Office of the US Trustee USTPRegion21.MM.ECF@usdoj.gov
- John E Page jpage@sfl-pa.com, scusack@sfl-pa.com; lrosetto@sfl-pa.com; dwoodall@sfl-pa.com

MANUAL NOTICE LIST:

Gary Adams
4178 Central Sarasota
Pkwy #318
Sarasota, FL 34238

Vickie Adams
4178 Central Sarasota
Pkwy
Suite #318
Sarasota, FL 34238

Marlane D. Aigla
POB 820
Boonville, CA 95415

Ed Kempner
20112 Back Nine Dr
Boca Raton, FL 33498

Hiromu Koshimizu
4685 Circle Dr.
Santa Rosa, CA 95409

Scott Lands
Wurk Metal Products Inc
2425 E County Rd 800 S
Clayton, IN 46118

Recovery Management
Systems Corp
25 SE 2 Ave #1120
Miami, FL 33131