

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3747613

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
UNIVERSAL SERVICES, INC.	02/09/2016
RECEIVING PARTY DATA	
Name:	MEADOW BURKE, LLC
Street Address:	2835 OVERPASS ROAD
City:	TAMPA
State/Country:	FLORIDA
Postal Code:	33619
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6494639
Patent Number:	7461492
Patent Number:	6571528
CORRESPONDENCE DATA	
Fax Number:	(770)392-5305
<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:	770-804-3363
Email:	ginny.eden@oldcastlelaw.com
Correspondent Name:	DAVID LEWIS
Address Line 1:	900 ASHWOOD PKWY., SUITE 600
Address Line 4:	ATLANTA, GEORGIA 30338
NAME OF SUBMITTER:	DAVID LEWIS, COUNSEL
SIGNATURE:	/David Lewis/
DATE SIGNED:	02/19/2016
Total Attachments: 5	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of February 9, 2016, is made by Universal Services, Inc., a Florida corporation, located at 1219 US Highway 301 North, Suite A, Tampa, Florida 33619 (“**Seller**”), in favor of Meadow Burke, LLC, a Delaware limited liability company, located at 2835 Overpass Road, Tampa, Florida 33619 (“**Buyer**”), pursuant to an Asset Purchase Agreement between Buyer and Seller, dated of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller and Buyer agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the Patents provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Patents; and

(d) any and all claims and causes of action, with respect to any of the Patents, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer’s reasonable request, and at Buyer’s sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent

EXECUTION VERSION

provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

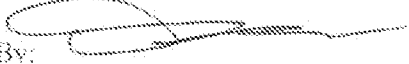
5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

UNIVERSAL SERVICES, INC.

By: 
Name: *Dewey Turzello*
Title: *PRESIDENT*

Address for Notices: *1120 E. GLEAENDER ST.*
~~1210 US Highway 301 North~~ *LAKE LAND, FL 33801*
~~Suite A~~
~~Tampa, FL 33619~~

AGREED TO AND ACCEPTED:

MEADOW BURKE, LLC

By: _____
Name: Doug Crawford
Title: Vice President

Address for Notices:
2835 Overpass Road
Tampa, FL 33619
Attn: Doug Crawford

With a copy to:
Oldcastle Law Group
900 Ashwood Parkway, Suite 600
Atlanta, GA 30338
Attn: John Tinstman

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MEADOW BURKE, LLC

By: 
Name: Doug Crawford
Title: Vice President

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Attn: Doug Crawford

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900 Ashwood Parkway, Suite 600
Atlanta, GA 30338
Attn: John Tinstman

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Design Patent

Patent Number: 6,494,639

Date of Issuance: December 17, 2002

United States Design Patent

Patent Number: 7,461,492

Date of Issuance: December 9, 2008

United States Design Patent

Patent Number: 6,571,528

Date of Issuance: June 3, 2003