

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
WORLD FACTORY, INC.	11/12/2013
RECEIVING PARTY DATA	
Name:	LAKESOUTH HOLDINGS LLC
Street Address:	P.O. BOX 96284
City:	SOUTHLAKE
State/Country:	TEXAS
Postal Code:	76092
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8727555
Patent Number:	8794781
CORRESPONDENCE DATA	
Fax Number:	(817)878-9771
<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:	(817) 878-3571
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Correspondent Name:	LESLIE M. DARBY
Address Line 1:	201 MAIN STREET, SUITE 2500
Address Line 4:	FORT WORTH, TEXAS 76102
ATTORNEY DOCKET NUMBER:	03551.0100
NAME OF SUBMITTER:	LESLIE M. DARBY
SIGNATURE:	/Leslie M. Darby/
DATE SIGNED:	06/21/2016
Total Attachments: 6	
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source=November 2013 assignment#page2.tif	
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source=November 2013 assignment#page5.tif	

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is entered into by and between LakeSouth Holdings LLC, a Delaware limited liability company (hereinafter referred to as "Assignee"), and World Factory, Inc., a Delaware corporation (hereinafter referred to as "Assignor"), and is effective as of November 12, 2013.

WHEREAS, Gregory G. Kuelbs ("Kuelbs") created the methods, processes and goods that are the basis for the patents described on attached Exhibit "A" (the "Patents"); and

WHEREAS, Kuelbs and Assignor previously agreed that:

(a) Kuelbs would conditionally assign his rights in such methods, processes and goods to Assignor so that Assignor could apply for and seek approval of the Patents;

(b) during such application and approval process, Assignor would be entitled to receive all financial benefit and income from such methods, processes and goods and bear all expenses associated therewith;

(c) upon the Patents being issued, Assignor would re-assign the Patents to Kuelbs (or his designee) and such assignee would grant Assignor a non-exclusive license to continue to use the Patents; and

WHEREAS, Kuelbs has identified Assignee as his designee for accepting a re-assignment of the Patents; and

WHEREAS, Assignor and Assignee have agreed upon the terms and provisions of a License Agreement (the "License Agreement") that is to be executed contemporaneously with the execution of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and the License Agreement, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

1. The Assignor hereby irrevocably transfers and assigns to the Assignee the Assignor's entire right, title, and interest throughout the world in and to the Patents, including its patent ownership interest, its right to sue and recover damages for past infringement, its right to file or pursue any non-provisional applications, divisions, re-examinations, reissues, substitutions, continuations, continuations-in-part, and extensions of or to the Patents, and any and all patents which may be granted on or result from the Patents in the United States, China,

and all foreign countries and jurisdictions, the same to be held and enjoyed by the Assignee, its successors and assigns, to the full end of the term or terms for which said Patents respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment not been made.

2. Assignor hereby agrees to promptly provide the Assignee with the patent certificates, applications, and all other documents related to the filing and prosecution of the Patents. The Assignor further agrees, upon the request, to execute and deliver any papers, including such documentation relating to or supporting chain of title, and to perform such other proper lawful acts as the Assignee may deem reasonably necessary to secure to the Assignee the rights hereby transferred.

3. The Assignor warrants, represents, and guarantees that the Assignor will not file, or inspire or assist a third party to file, any opposition invalidation request or any other claim against the Patents or the Assignee's ownership thereof.

4. The Assignor and the Assignee acknowledge and agree that the terms of this Agreement shall remain confidential. The Assignor and the Assignee further agree not to disclose to any third party any of the terms of this Agreement. Nevertheless, it is understood that the Assignor and the Assignee may disclose the terms of this Agreement to tax authorities, government regulators, or other similar entities insofar as may be required by law.

5. If any party breaches its obligations hereunder, such breaching party shall be responsible to the other party for all damages caused by such breach, in addition to all such other remedies which may be available at law or in equity, and reasonable attorneys' fees.

6. **THIS AGREEMENT AND ANY DISPUTE, ACTION, CLAIM, OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL, BY AGREEMENT, BE INTERPRETED, CONSTRUED, AND DECIDED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES, AND THE VENUE FOR ANY ACTION RELATING TO THIS AGREEMENT WILL BE IN A STATE OF TEXAS OR U.S. FEDERAL COURT LOCATED IN FORT WORTH, TEXAS. THE PARTIES STIPULATE THAT THIS AGREEMENT HAS BEEN NEGOTIATED IN FORT WORTH, TEXAS AND IS PERFORMABLE IN PART IN FORT WORTH, TEXAS.**

7. If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled. This Agreement may be executed in multiple counterparts, each of which shall have the full force and

effect of an original and all of which taken together shall constitute one original document. Facsimile signatures shall be considered original signatures.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed in duplicate originals by their duly authorized representatives.

[Remainder of page intentionally left blank; signature page follows]

ASSIGNOR:

WORLD FACTORY, INC.

ASSIGNEE:

LAKESOUTH HOLDINGS LLC

By:

Name:

Title:

Lu Axford

President CEO

NOV 12, 2013

By:

Name:

Title:

John A. Kueh

John A. Kueh

Manager

EXHIBIT A

United States Patents and/or Patent Applications

- The Title of the Patent: Umbrella apparatus
The Patent Number of the Patent: 8,375,966
- The Title of the Patent: Umbrella apparatus
The Patent Number of the Patent: 8,069,868
- The Title of the Patent: Umbrella apparatus
The Patent Number of the Patent: 7,753,546
- The Title of the Patent: Solar powered bird feeder
The Patent Number of the Patent: 7,540,262
- The Title of the Patent: Solar powered bird feeder
The Patent Number of the Patent: 7,168,392
- The Title of the Patent: Outdoor lighting system
The Patent Number of the Patent: 7,021,787
- The Title of the Patent: Solar powered bird feeder
The Patent Number of the Patent: 7,017,521
- The Title of the Patent: Solar powered bird feeder
The Patent Number of the Patent: 6,901,882

- The Title of the Patent: Solar powered bird feeder

The Patent Number of the Patent: 6,830,009

- The Title of the Patent: Umbrella apparatus

The Patent Number of the Patent: 6,612,713

- The Title of the Patent: Solar bird feeder

The Patent Number of the Patent: D466,255