

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4017377

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONDITIONAL ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MAYEAUX HOLDING, LLC	07/01/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	A+ MANUFACTURING, LLC
<b>Street Address:</b>	41041 BLACK BAYOU ROAD
<b>City:</b>	GONZALES
<b>State/Country:</b>	LOUISIANA
<b>Postal Code:</b>	70737
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	62202478
Application Number:	62267595
Application Number:	14198393
Application Number:	14214225
Application Number:	14805230
Application Number:	14850815
Application Number:	14924469
Application Number:	14953725
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(985)845-7090
<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>	
<b>Phone:</b>	9858450000
<b>Email:</b>	Joe@regard.net
<b>Correspondent Name:</b>	JOSEPH T REGARD
<b>Address Line 1:</b>	PO BOX 429
<b>Address Line 4:</b>	MADISONVILLE, LOUISIANA 70447-0429
<b>ATTORNEY DOCKET NUMBER:</b>	A+CORP16AR.3
<b>NAME OF SUBMITTER:</b>	JOSEPH T REGARD, PTO REG 34907
<b>SIGNATURE:</b>	/jt regard/

<b>DATE SIGNED:</b>	08/22/2016
<b>Total Attachments: 6</b> source=H-M#page1.tif source=H-M#page2.tif source=H-M#page3.tif source=H-M#page4.tif source=H-M#page5.tif source=H-M#page6.tif	

**ASSIGNMENT AND ROYALTY AGREEMENT  
FOR INTELLECTUAL PROPERTY**

This **ASSIGNMENT AND ROYALTY AGREEMENT FOR INTELLECTUAL PROPERTY** ("Agreement") is made effective this 1 day of July, 2016, by and between:

**MAYEAUX HOLDING, LLC**, a limited liability company organized under the laws of the State of Louisiana, successor of A+ Corp., a corporation organized under the laws of the State of Louisiana ("Assignor"); and

**A+ MANUFACTURING, LLC**, a limited liability company organized under the laws of the State of Louisiana ("Assignee").

**WHEREAS**, Assignor is the owner of certain Intellectual Property (as defined below);

**WHEREAS**, Assignee has the desire and capability to manufacture products and offer services covered by the Intellectual Property; and

**WHEREAS**, Assignor desires to transfer the Intellectual Property to Assignee in exchange for a Royalty and other consideration;

**NOW THEREFORE**, Assignor and Assignee agree to the following terms and conditions.

1. **Assignment.** Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest for the United States and its territorial possessions, and in all other countries, including rights to claim priority, in and to the patents, patent applications, copyrights, trademarks, unpatented technology, inventions, and know-how described in Exhibit A attached hereto, all of the foregoing properties being collectively referred to herein as the "Intellectual Property."
2. **Royalty.** In exchange for the assignment made herein, Assignee shall pay to Assignor a royalty in the amount of twenty percent (20%) of all gross revenue generated by Assignee in its business operations ("Royalty"). The Royalty shall be paid to Assignor on a quarterly basis within thirty (30) days following each calendar quarter. Each royalty payment shall be accompanied by a report identifying the gross revenues generated by Assignee for the applicable calendar quarter.
3. **Audit.** Assignee agrees to maintain customary business records to enable Assignor to determine the accuracy of the Royalty paid to Assignor hereunder, and to allow Assignor, or a representative of Assignor, to audit the records of Assignee during the term of this Agreement and for five (5) years thereafter during business hours when requested by Assignor. Assignee agrees to pay promptly any amounts found due to Assignor by any such audit, and Assignor agrees to credit against future royalties due from Assignee any overpayment that may be found. If the audit reveals a shortfall in payments for the period audited of ten percent (10%) or more, the reasonable cost of the audit shall be paid for by Assignee.

4. **Warranties and Representations.** Assignor hereby warrants and represents that no assignment, sale, agreement, or other encumbrance has been or will be made or entered into which would conflict with this assignment. Assignor further covenants that Assignee shall, upon its request, be provided promptly with all pertinent facts and documents relating to the aforementioned Intellectual Property as may be known and accessible to Assignor, and will testify as to the same in any interference, litigation, or proceeding related thereto, and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments, or affidavits required to apply for, obtain, maintain, issue, and enforce any of the Intellectual Property (including, but not limited to, short-form recordable assignments for the government of any country) which may be necessary or desirable to perfect this assignment or carry out the purposes thereof.

5. **Term.** This Agreement shall commence on the date hereof and shall remain in full force and effect until the date on which this Agreement is terminated as set forth in Section 6.

6. **Termination.** This Agreement may only be terminated in the following manner:

- (a) by written agreement of both Assignor and Assignee;
- (b) by Assignor in the event of Assignee's breach of any provision of this Agreement, including but not limited to the payment of any Royalty owed hereunder, and which breach remains uncured following a period of thirty (30) days notice of such breach from Assignor; and
- (c) by the insolvency, bankruptcy, or Change in Control of Assignee. For the purposes of this Agreement, "Change in Control" shall mean any of the following without Assignor's consent: (i) the acquisition by any one or more persons of a beneficial ownership, directly or indirectly, of an interest in Assignee which represents more than fifty percent (50%) of the combined voting power or value of any class of Assignee's outstanding equity interests, (ii) a sale or assignment of all or substantially all of the assets of Assignee, or (iii) either the merger or consolidation of Assignee with another entity which is the surviving entity of such merger or consolidation, provided that such other entity, prior to such merger or consolidation, was not controlled directly or indirectly by Assignee.

7. **Effect of Termination.** In the event of termination of this Agreement, Assignee shall assign the Intellectual Property back to Assignor within five (5) calendar days. In connection with such assignment to Assignor, Assignee shall execute any and all documents necessary to perfect such assignment, including but not limited to short-form recordable assignments for the governments of any applicable country. Unless otherwise agreed to in advance between Assignor and Assignee, any licenses relating to the Intellectual Property granted by Assignee shall remain in full force and effect, and Assignor shall be substituted as the licensor in such licenses. In such event, Assignee expressly agrees to make commercially reasonable efforts to secure amendments to any such licenses reflecting the substituted licensor.

8. **Security Agreement.** As additional security for Assignee's obligation to pay the Royalty, Assignee agrees to execute a separate Security Agreement in the Intellectual Property. The Security Agreement shall be in a form similar in terms and conditions to that agreement

attached hereto as Exhibit B. In connection with such Security Agreement, Assignee further agrees to execute any accompanying financing statements and other related documents deemed necessary by Assignor to perfect Assignor's rights under the Security Agreement.

9. **Controlling Law; Jurisdiction.** This Agreement and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Louisiana, excluding its conflict of law provisions. The parties consent to the personal and exclusive jurisdiction and venue of the Louisiana state and federal courts and to accept service of process by U.S. certified mail or registered mail, return receipt requested, or by any other method authorized by applicable law.

10. **Severability.** If any provisions of this Agreement, or application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force.

11. **Entire Agreement.** This Agreement and the Exhibits hereto, all of which are incorporated by this reference, constitute the entire agreement and understanding between the parties with respect to its and their subject matter and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement.

12. **Amendment.** This Agreement may be amended or supplemented only by a writing that refers specifically to this Agreement and is signed by duly authorized representatives of both parties.

13. **Waiver.** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant, agreement or condition herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

14. **Notices.** All notices required to be sent by either party under this Agreement shall be deemed given: (a) when sent by confirmed facsimile or telecopy, (b) one business day, after being sent by commercial overnight courier with written verification of receipt, or (c) when received after being mailed postage prepaid by certified or registered mail, return receipt requested, to the party to be notified, at the respective addresses set forth below, or at such other address which may hereinafter be designated in writing:

**ASSIGNOR:** Mayeaux Holding, LLC  
13136 Bayou Terrace Drive  
St. Amont, LA 70774

**ASSIGNEE:** A+ Manufacturing, LLC  
41041 Black Bayou Road  
Gonzales, LA 70737

15. **Relationship.** The relationship between the parties is that of assignor and assignee, and it is not the purpose or intention of this Agreement or the parties hereto to create, nor is this Agreement to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship for any purpose whatsoever. Neither party shall be held liable for the acts of omission or commission of the other party, and neither party is authorized to or has the power to obligate or bind the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

16. **Confidentiality.** Assignor and Assignee shall not disclose, whether or not in response to an inquiry, the subject matter of this Agreement, whether via a press release, other public announcement, advertisement or otherwise, without the written consent of the other party.

17. **Successors and Assigns.** Subject to the re-assignment of the Intellectual Property to Assignor in the event of certain conditions, this Agreement and the rights and obligations arising hereunder shall be binding upon and inure to the benefit of the parties and to their respective successors and assigns.

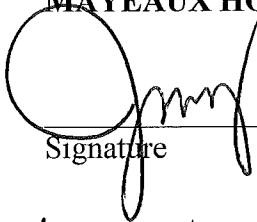
18. **Headings.** The article and section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile signature.

20. **Force Majeure.** Neither party shall be responsible or liable to the other party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay.

IN WITNESS WHEREOF, we have hereunto set hand and seal this 1 day of July, 2016.

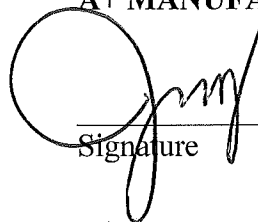
MAYEAUX HOLDING, LLC

  
Signature

Justin Harvey President  
Print Name and Title

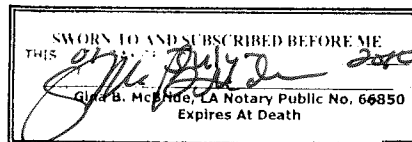
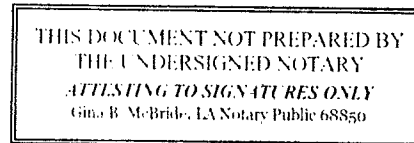
7/1/16  
Date

A+ MANUFACTURING, LLC

  
Signature

Justin Harvey President  
Print Name and Title

7/1/16  
Date



## **EXHIBIT A**

### **Intellectual Property**

#### **I. Provisional Patent Application**

62/202,478; Filed 08/07/2015; Titled: Source Mounted Sample Conditioning System  
62/267,595; Filed 12/15/15; Titled: Cyclonic System for Enhanced Separation of Fluid  
Samples and the Like with High Flow Capacity....

#### **Patent Application**

14/198,393; Filed 03/05/2014; Titled: Stacked Modular Conditioning System and  
Method

14/214,225; Filed 03/14/2014; Titled: Wet Gas Lateral Sampling System and Method

14/805,230; Filed 07/21/2015; Titled: Wet Gas Sampling System and Method Thereof -  
Dense Phase Sampling

14/850,815; Filed 09/10/2015; Titled: Liquid Block Probe for Wet Gas

14/924,469; Filed 10/27/2015; Titled: Cyclonic System for Enhanced Separation in Fluid  
Sample Probes

14/953,725; Filed 11/30/2015; Titled: Cyclonic System for Enhanced Separation of Fluid  
Samples...



#### **II. Copyrights**



#### **III. Trademarks**

#### **IV. Other**