

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4104147

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the THE PATENT NUMBER FOR APPLICATION NO. 29386877 SHOULD BE D684838, NOT D648838. previously recorded on Reel 036286 Frame 0919. Assignor(s) hereby confirms the SEE BILL OF SALE ATTACHED HERETO..
RESUBMIT DOCUMENT ID:	103675761

CONVEYING PARTY DATA

Name	Execution Date
ENTERPRISE BANK & TRUST	08/05/2015

RECEIVING PARTY DATA

Name:	JAC SHELTER, LLC
Street Address:	P.O. BOX 2586
City:	PONCA CITY
State/Country:	OKLAHOMA
Postal Code:	74602

PROPERTY NUMBERS Total: 7

Property Type	Number
Application Number:	14294855
Application Number:	29491341
Patent Number:	7428800
Patent Number:	8646225
Patent Number:	D640390
Patent Number:	D684838
Patent Number:	D692579

CORRESPONDENCE DATA

Fax Number: (405)608-0971

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.

Phone: 405-810-8188

Email: JAN@EDWHITELAW.COM

Correspondent Name: EDWARD L. WHITE, PC

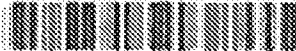
Address Line 1: 829 E. 33RD ST.

Address Line 4: EDMOND, UNITED STATES 73013

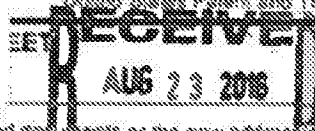
NAME OF SUBMITTER:	EDWARD L. WHITE
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SIGNATURE:	/Edward L. White/
DATE SIGNED:	10/19/2016
Total Attachments: 16 source=Resubmission_Documents#page1.tif source=Resubmission_Documents#page2.tif source=Resubmission_Documents#page3.tif source=Resubmission_Documents#page4.tif source=Resubmission_Documents#page5.tif source=Resubmission_Documents#page6.tif source=Resubmission_Documents#page7.tif source=Resubmission_Documents#page8.tif source=Resubmission_Documents#page9.tif source=Resubmission_Documents#page10.tif source=Resubmission_Documents#page11.tif source=Resubmission_Documents#page12.tif source=Resubmission_Documents#page13.tif source=Resubmission_Documents#page14.tif source=Resubmission_Documents#page15.tif source=Resubmission_Documents#page16.tif	

08/23/2016



103675761



8/23/16

To the Director of the U.S. Patent and Trademark Office: Please record the attached document(s) or the new address(es) below.

1. Name of conveying party(ies)

Enterprise Bank & Trust

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JAC Shelter, LLC

Internal Address:

Street Address: PO Box 2586

City: Ponca City

State: Oklahoma

Country: USA

Zip: 74602

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s)

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other: Bill of Sale
- Merger
- Change of Name

4. Application or patent number(s):

A. Patent Application No. (s)

14/294,855; 29/491,341

This document serves as an Oath/Declaration (37 CFR 1.63)

B. Patent No. (s)

7428800; 8646225; D640390; D684838;
& D692579.

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Edward L. White, PC

Internal Address:

Street Address: 829 E. 33rd St.

City: Edmond

State: OK

Zip: 73013

Phone Number: 405-810-8188

Docket Number:

Email Address: ed@edwhitelaw.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number

Authorized User Name

9. Signature: /Edward L. White/

Signature

16-Aug-2016

Date

Edward L. White

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

14

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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Enterprise Bank & Trust

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) 08/05/2015

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Bill of Sale

2. Name and address of receiving party(ies)

Name: JAC Shelter, LLC

Internal Address: _____

Street Address: PO Box 2586

City: Ponca City

State: Oklahoma

Country: USA Zip: 74602

Additional name(s) & address(es) attached? Yes No

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This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

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Street Address: 829 E. 33rd St.

City: Edmond

State: OK Zip: 73013

Phone Number: 405-810-8188

Docket Number: _____

Email Address: ed@edwhitelaw.com

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature: /Edward L. White/

16-Aug-2016

Signature

Date

Edward L. White

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re: Notice of Recordation of Assignment Document)
Filed: 08/11/2015)
Recordation No.: 503425942)
For: App. No. 10869637; Pat. No. 7428800)
App. No. 12924690; Pat. No. 8646225)
App. No. 14294855)
App. No. 29370500; Pat. No. D640390)
App. No. 29386877; Pat. No. D684838)
App. No. 29449699; Pat. No. D692579)
App. No. 29491314)

U.S. Patent and Trademark Office
Mail Stop: Assignment Recordation Branch
P.O. Box 1450
Alexandria, Virginia 22313-1450

REQUEST FOR CORRECTION

On August 11, 2015, a Notice of Recordation of Assignment Document was received by my office regarding the above-referenced Applications/Patents. The recordation date being 08/06/2015 with reel/frame numbers 036286/0919. A copy is attached hereto. It has been noted that the patent number for application number 29386877 was shown as "D648838." The correct patent number should be "D684838." A previous Request for Correction was submitted on 09/21/2015 and was subsequently non-recordable pursuant to a Notice of Non-Recordation of an Assignment Document, which is also attached hereto. The requested corrections have been made and a correction of the inverted patent number is hereby

requested. If you need further information, please do not hesitate to contact the undersigned. A corrected Recordation Form Cover Sheet and corresponding conveyance documents is attached.

Respectfully submitted,

/s/ Edward L. White

Edward L. White
Registration No.: 41,375
Edward L. White, P.C.
829 East 33rd Street
Edmond, Oklahoma 73013
Telephone: (405) 810-8188
Facsimile: (405) 608-0971
Email: ed@edwhitelaw.com

August 16, 2016

BILL OF SALE

This BILL OF SALE, dated as of August 5, 2015 (this "Bill of Sale"), is entered into by and between ENTERPRISE BANK & TRUST ("Bank"), and JAC SHELTER, LLC, an Oklahoma limited liability company ("Buyer").

RECITALS:

WHEREAS, Bank and American Safety Shelter, LLC, a Delaware limited liability company ("Borrower"), entered into that certain Loan Agreement dated as of October 9, 2013 (as amended, the "Loan Agreement");

WHEREAS, as security for the loan evidenced by the Loan Agreement, Borrower granted security interests in favor of Bank on all or substantially all of Borrower's assets, including, without limitation, those assets of Borrower set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assets"); and

WHEREAS, Borrower has defaulted on its obligations to Bank under the Loan Agreement and Bank is exercising its rights under the Uniform Commercial Code to enforce its security interests in the Assets and sell the Assets to Buyer pursuant to this Bill of Sale.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale of Assets. In consideration for the payment by the Buyer of the sum of One Million Fifty Dollars (\$1,000,050) (the "Purchase Price") to Bank in immediately available funds on the date hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bank hereby sells and conveys to Buyer all right, title and interest in and to the Assets through a private sale in accordance with Section 9-610 of the Uniform Commercial Code (the "Sale").

2. "AS IS", "WHERE IS" SALE. Except as expressly set forth in Section 3 below, the sale and conveyance made herein is made WITHOUT WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING TITLE, POSSESSION, QUIET ENJOYMENT, AND THE QUALITY, CONTENT OR CONDITION OF THE GOODS; ADDITIONALLY THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED AS TO MERCHANTABILITY, OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. Buyer buys the Assets in an "AS IS" and "WHERE IS" condition subject to the applicable provisions of the Uniform Commercial Code, including, but not limited to, Section 9-610. Buyer agrees that in no event shall Bank be liable for any direct (except as expressly set forth in Section 3 below), incidental, or consequential damages in connection with this Bill of Sale, whatsoever or howsoever caused. Buyer acknowledges that certain of the Assets, such as the Borrower's rights under contracts, permits and licenses, if any, may not permit transfer to Buyer by their terms without the consent of the counter-party thereto. Buyer acknowledges that it provided Bank with the schedule of

patents, trademarks, copyrights and other intellectual property attached as part of Exhibit A hereto and Bank makes no warranties, express or implied, regarding the existence or sufficiency of Borrower's rights in or title to such patents, trademarks, copyrights and other intellectual property.

3. UCC Representation. Bank hereby represents and warrants to Buyer as follows: (i) Borrower is in default of its obligations under the Loan Agreement and other obligations owing to Bank, and Bank has validly exercised its rights under the Loan Agreement and other related documents and applicable law in conducting the Sale, and (ii) Bank placed Notices of Private Sale of Collateral under the Uniform Commercial Code in the United States Mail, certified, postage prepaid, addressed to all persons required to be notified and has otherwise complied with all applicable legal requirements under the Uniform Commercial Code to consummate the Sale.

4. Further Assurances. Bank hereby agrees to reasonably cooperate with Buyer, at Buyer's sole cost and expense, to execute and record any documents, notices, or other agreements with the United States Patent and Trademark Office and the United States Copyright Office (each in form and substance reasonably acceptable to Bank) which are reasonably necessary to transfer any of the Assets to Buyer.

5. Choice of Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice of law rules thereof.

6. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

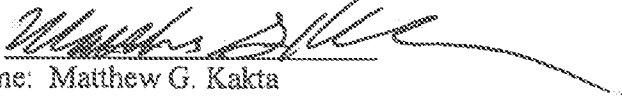
7. Headings. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Bill of Sale.

(Signature Page Follows)

IN WITNESS WHEREOF, Bank and Buyer have executed this Bill of Sale by their duly authorized representatives as of the date first set forth above.

Bank:

ENTERPRISE BANK & TRUST

By: 
Name: Matthew G. Kakta
Title: Vice President

Buyer:

JAC SHELTER, LLC

By: _____
Name: Jeanelle Wirtz
Title: Manager

Bill of Sale

PATENT
REEL: 040069 FRAME: 0044

IN WITNESS WHEREOF, Bank and Buyer have executed this Bill of Sale by their duly authorized representatives as of the date first set forth above.

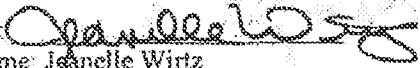
Bank:

ENTERPRISE BANK & TRUST

By: _____
Name: Matthew G. Kakta
Title: Vice President

Buyer:

JAC SHELTER, LLC

By: 
Name: Janelle Wirtz
Title: Manager

Bill of Sale

AMERICAN SAFETY SHELTER, LLC

In addition to the foregoing assets, and without in any way limiting the scope of the foregoing provisions, the sale shall include all of the following, to the extent the Bank holds an interest therein (to the extent not already specifically listed):

All right, title and interest in and to the below-noted intellectual property including any unlisted know-how, technology, trade secrets, customer lists, or the like:

1. Patents:

- a. Utility Patents -- the following patents, applications, and any family they may have:
 - i. 7,428,800 for an In-Ground Shelter,
 - ii. 8,646,225 for an In-Ground Shelter,
 - iii. Ser. No. 14/294,855 for an Improved Above-Ground Shelter;
- b. Design Patents -- the following patents, applications, and any family they may have:
 - i. D640390 for a Storm Shelter,
 - ii. D684838 for a Handle Adapted to Be Engaged with a Latch,
 - iii. D692579 for a Storm Shelter Body, and
 - iv. Ser. No. 29/491,341 for Handicapped Stairs.

2. Trademarks:

- a. 3,268,747 for FLATSAFE,
- b. 3,9272,285 for FLATSAFE TORNADO SHELTERS + logo (Fig. 1),
- c. 4,033,833 for TESTED AND CERTIFIED -- TORNADO PROVEN + logo (Fig. 2),
- d. 4,100,096 for TORNADO TECH TORNADO SHELTERS + logo (Fig. 3);



Figure 1 - TX

3. Copyrights:

- a. Engineering specifications for medium storm shelter Reg. No. TX 7-254-743,
- b. Engineering specifications for large storm shelter Reg. No. TX 7-327-834,
- c. Engineering specifications for extra-large storm shelter Reg. No. TX 7-254-465,
- d. Engineering specifications for composite storm shelter Reg. No. TX 7-440-277,
- e. Sales agreement Reg. No. TX 7-254-457, and
- f. Customer information bulletin Reg. No. TX 7 254-460



Figure 2 - TM No. 4,033,833

AMERICAN SAFETY SHELTER, LLC

In addition to assigning the foregoing described specific intellectual property to Buyer, all of the Bank's interest in any appurtenant intellectual property, technology, research, know-how, and the like are also conveyed and assigned by Bank to Buyer. It is the intent of Bank to retain no right, title, or interest in and to the intellectual property described herein or in technology like it or related to it.

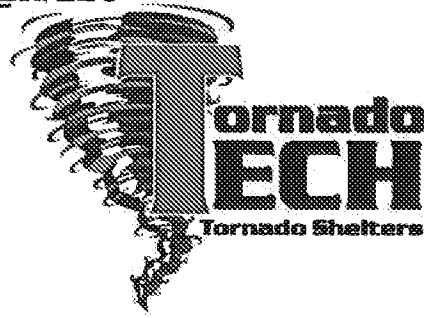


Figure 3 - TM No. 4,100,096

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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App. No. 29449699; Pat. No. D692579)
App. No. 29491314; Pat. No.)

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Respectfully submitted,

/s/ Edward L. White

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829 East 33rd Street
Edmond, Oklahoma 73013
Telephone: (405) 810-8188
Facsimile: (405) 608-0971
Email: ed@edwhitelaw.com

September 21, 2015

