

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT4152331

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THOMAS HOLBERT	04/09/2014
RECEIVING PARTY DATA	
Name:	REACT FLEX SPORTSWEAR, LLC
Street Address:	703 6TH ST.
City:	DURANT
State/Country:	IOWA
Postal Code:	52747
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7721469
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	matthew@mohriplaw.com, docketing@mohriplaw.com
Correspondent Name:	MATTHEW N. MILLER
Address Line 1:	522 SW 5TH AVE.
Address Line 2:	SUITE 1390
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	HOLBERT.602
NAME OF SUBMITTER:	MATTHEW N. MILLER
SIGNATURE:	/Matthew N. Miller/
DATE SIGNED:	11/21/2016
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 2	
source=Assignment from Holbert to React Flex Sportswear#page1.tif	
source=Assignment from Holbert to React Flex Sportswear#page2.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), is made and entered into this 9th day of April, 2014, by and between Thomas K. Holbert ("Holbert"), and React Flex Sportswear, LLC, an Iowa limited liability company ("RFS").

WHEREAS, Holbert is the owner of United States Patent #7721469 ("Patent");

WHEREAS, Holbert is one of the members of RFS, an entity created for the purpose of owning the Patent and other intellectual property;

WHEREAS, Holbert possesses all right, title, and interest in and to Patent, and desires to assign all right, title, and interest in and to said Patent to RFS; and

WHEREAS, RFS desires to accept said sale, assignment, and transfer of Patent, upon the terms and conditions hereinafter set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and considerations contained herein, the parties do hereby agree as follows:

1. **ASSIGNMENT OF PATENT.** Holbert hereby sells, assigns and transfers to RFS all of Holbert's right, title, and interest in and to the Patent, and any and all goodwill associated therewith.

2. **ACCEPTANCE AND ASSUMPTION.** RFS hereby accepts the foregoing sale, assignment and transfer, and hereby assumes and promises to fully and completely perform all covenants, stipulations, agreements and obligations of Holbert under the Patent in the same manner as if RFS were the original party thereunder.

3. **REPRESENTATIONS.** Holbert hereby makes the following representations and warranties to RFS:

A. The Patent is not amended or modified in any manner.

B. The Patent is in full force and effect, and Holbert has full right and power to assign the Patent to RFS.

C. There is no other assignment (collateral or absolute) of Holbert's right, title, or interest in the Patent.

D. There are no defaults (or events that with the giving of notice, the passage of time, or both, would constitute a default) under Patent, and that Holbert has not received any notices of default under the Patent.

4. **FURTHER ACTIONS.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be

reasonably necessary to carry out the transactions contemplated by this Agreement, including but not limited to any documentation required by the United States Patent and Trademark Office.

5. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

6. **ENTIRE AGREEMENT.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between the parties.

7. **NOTICES.** All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known addresses. In the alternative, fax notices, to the last known fax number of the parties shall be deemed sufficient.

8. **NON-WAIVER.** No delay of failure by either party exercise any right under this Agreement, and no partial or single exercise of any right under this Agreement shall constitute a waiver of that or any other right, unless expressly provided herein.


9. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, without regard to its conflict of law rules. The place for enforcement of this Agreement, shall be the Iowa District Court for Black Hawk County, and all parties hereby submit to the jurisdiction of the Courts of that County.

10. **ATTORNEYS' FEES.** The prevailing party in any legal action brought to enforce this Agreement shall be entitled to reasonable attorney fees and costs.

11. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax signatures shall be deemed to have the same effect as originals.

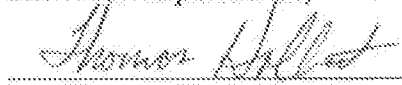
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the day first above written.


HOLBERT:


Thomas K. Holbert

RFS:

React Flex Sportswear, LLC


By: Thomas K. Holbert
Its: Manager


By: Eugene Harper, Jr.
Its: Manager