

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

EPAS ID: PAT4211857

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
KEN THORNTON	04/28/2016
DENNIS KENT	04/28/2016
CHRIS SHELTON	04/28/2016
JORDAN E. STEPHAN	04/28/2016
DAMON STEPHAN	04/28/2016
RECEIVING PARTY DATA	
Name:	SUPER ATV, LLC
Street Address:	740 B CLIFTY DR.
City:	MADISON
State/Country:	INDIANA
Postal Code:	47250
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15398771
CORRESPONDENCE DATA	
Fax Number:	(317)637-7561
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Phone:	317-634-3456
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ATTORNEY DOCKET NUMBER:	24244-60
NAME OF SUBMITTER:	JAMES R. BLAUFUSS
SIGNATURE:	/James R. Blaufuss/
DATE SIGNED:	01/05/2017
Total Attachments: 4	

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ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means the one or more parties identified in the assignor signature section at the bottom of this assignment.
- 1.2 **ASSIGNEE** means Super ATV, LLC, a limited liability corporation of Indiana having a principal place of business at 740 B Clifty Dr., Madison, IN 47250 as well as its successors and/or assigns.
- 1.3 **PATENT APPLICATION** means International Patent Cooperation Treaty (PCT) or United States Patent Application Number 62/281,216, which was filed on January 21, 2016, with the title of BI-DIRECTIONAL OVERRUNNING CLUTCH.
- 1.4 **INVENTION** means concepts, ideas, discoveries, solutions to problems, improvements, processes, machines, articles of manufacture, and/or anything else which is disclosed, claimed, illustrated, and/or otherwise described in the **PATENT APPLICATION** and/or any invention disclosure material associated with the **PATENT APPLICATION**.
- 1.5 **RELATED PATENT CASES** includes, and is not limited to, any and all patent applications, patents, and/or patent proceedings:
- a. disclosing, illustrating, claiming, and/or otherwise describing the **INVENTION**, such as (but not limited to) statutory invention registrations, petty, provisional, non-provisional, utility, plant, design, and/or international applications;
 - b. claiming directly or indirectly priority to and/or from the **PATENT APPLICATION**, under domestic laws, the Paris Convention, PCT, and/or otherwise, such as (but not limited to) divisional, continuation, continuation-in-part, substitute, international, national phase, and/or regional phase applications; and/or
 - c. subject to, part of, resulting from, and/or otherwise associated with any and all pre-grant, post grant, and/or other patent related proceedings either directly or indirectly related to the **INVENTION** and/or the **PATENT APPLICATION**, such as (but not limited to) opposition, protest, reissue, extensions, reexamination, interference, and/or cancellation proceedings.
- 1.6 **RELATED INTELLECTUAL PROPERTY** includes, but is not limited to, copyrights, trademarks, service marks, trade dress, good will, trade secrets, mask works, and know-how developed and/or related to the **INVENTION**, **PATENT APPLICATION**, and/or **RELATED PATENT CASES**.
- 1.7 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.8 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.9 **EFFECTIVE DATE** means the earlier of the conception date of the **INVENTION**, the filing date of the **PATENT APPLICATION**, the filing date of the **RELATED PATENT CASES**, and/or the date of this assignment is first signed by at least one of the parties.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Consideration.** The **ASSIGNOR** hereby acknowledges receipt of good, valuable, and sufficient consideration from the **ASSIGNEE** for this assignment.
- 2.2 **Intellectual Property.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all rights, title, and interest in and/or to the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES**, and **RELATED INTELLECTUAL PROPERTY**.
- 2.3 **Future Improvements.** The **ASSIGNOR** hereby assigns, and agrees this assignment hereby automatically assigns in the future, to the **ASSIGNEE** all right, title, and interest in future improvements in and/or to the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES**, and **RELATED INTELLECTUAL PROPERTY**.
- 2.4 **Right to Claim Priority.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all right, title, and interest to claim priority to and/or from the **PATENT APPLICATION** and the **RELATED PATENT CASES**.
- 2.5 **Infringement and Misappropriation.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all past, present and future causes of action for infringement and/or misappropriation of the **INVENTION**, **PATENT APPLICATION**, **RELATED PATENT CASES** and/or **RELATED INTELLECTUAL PROPERTY**, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the **EFFECTIVE DATE**.
- 2.6 **Remedies.** The **ASSIGNOR** hereby assigns to the **ASSIGNEE** all past, present and future remedies for infringement and/or misappropriation, including damages, royalties, and profits.

2.7 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

3. FUTURE PERFORMANCE

3.1 Communicate Information. The ASSIGNOR hereby agrees to and will communicate all facts and/or information known to the ASSIGNOR with respect to the TRANSFERRED RIGHTS to the ASSIGNEE and/or its legal representatives.

3.2 Sign Documents. The ASSIGNOR hereby agrees to and will sign and return any and all documents that ASSIGNEE desired to be signed that are directly or indirectly related to the TRANSFERRED RIGHTS. These documents can include, but are not limited to, assignments, oaths, declarations, affidavits, and powers of attorney.

3.3 Legal Proceedings. The ASSIGNOR hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to the ASSIGNOR related to the TRANSFERRED RIGHTS at the request of the ASSIGNEE and/or its legal representatives.

3.4 Generally Protect Assignee's Rights. The ASSIGNOR hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the TRANSFERRED RIGHTS for the ASSIGNEE.

3.5 No Additional Consideration Required. The ASSIGNOR agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

4. ATTORNEY CLIENT PRIVILEGE

4.1 Assignment of Attorney-Client Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future rights and privileges related to any attorney-client privilege and/or work product of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

4.2 Prevent Waiver of Attorney Client Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product, and/or common interest without the express written authorization from the ASSIGNEE and/or its legal representatives.

4.3 Partial Waiver of Attorney-Client Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege and/or work product of the ASSIGNOR does not constitute total waiver.

5. COVENANTS AND WARRANTIES

5.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

5.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

6. MISCELLANEOUS

6.1 Insert Application Number and Filing Date. If blank in part 1.3 of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Woodard, Emhardt, Moriarty, McNett & Henry LLP, its successor in interest, or designee to insert the application number and/or filing date in part 1.3 of this assignment once known.

6.2 Issue Patent to Assignee. The ASSIGNOR hereby authorizes and requests that any and all patents based on the PATENT APPLICATION and/or RELATED PATENT CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

6.3 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.

6.4 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment, without reference to the conflict of law principles thereof. It is further understood that Assignor consents to the courts of the state of the ASSIGNEE's principal place of business as identified in part 1.2 of this assignment in connection with any dispute arising under the assignment.

6.5 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

ASSIGNOR(S) SIGNATURE(S)

Ken Thornton
5390 East State Road 62
Canaan, IN 47224
United States

Ken Thornton
Assignor Signature

4-28-16
Assignor Date

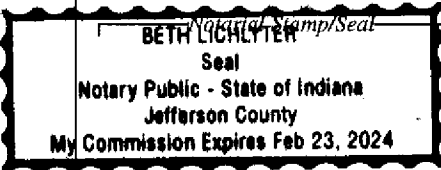


SUBSCRIBED and SWORN to before me by Ken Thornton
this 28 day of April, 2016 in the county of Jefferson
in the State of Indiana
Beth Lichlyter
Notary Public (Signature) Beth Lichlyter (Printed Name)
Resident of Jefferson County My Commission Expires 2/23/24

Dennis Kent
2502 Branch Street
Madison, IN 47250
United States

Dennis Kent
Assignor Signature

4-28-2016
Assignor Date

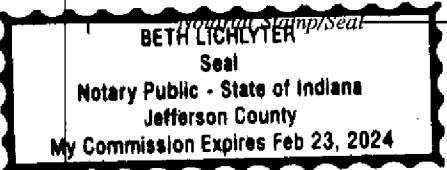


SUBSCRIBED and SWORN to before me by Dennis Kent
this 28 day of April, 2016 in the county of Jefferson
in the State of Indiana
Beth Lichlyter
Notary Public (Signature) Beth Lichlyter (Printed Name)
Resident of Jefferson County My Commission Expires 2/23/24

Chris Shelton
315 North Willow Drive
Madison, IN 47250
United States

Chris Shelton
Assignor Signature

4-28-16
Assignor Date

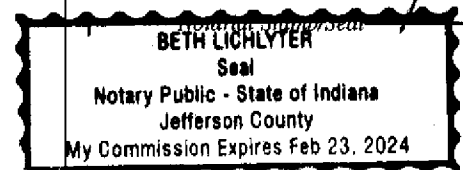


SUBSCRIBED and SWORN to before me by Chris Shelton
this 28 day of April, 2016 in the county of Jefferson
in the State of Indiana
Beth Lichlyter
Notary Public (Signature) Beth Lichlyter (Printed Name)
Resident of Jefferson County My Commission Expires 2/23/24

Jordan E. Stephan
3872 West Deer Bend Drive
Hanover, IN 47243
United States

Jordan Stephan
Assignor Signature

4-28-16
Assignor Date

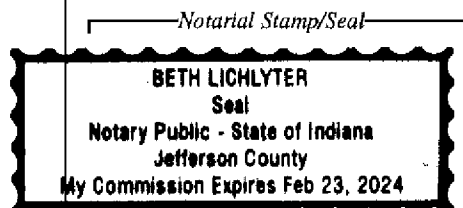


SUBSCRIBED and SWORN to before me by Jordan E. Stephan
this 28 day of April, 2016 in the county of Jefferson
in the State of Indiana
Beth Lichlyter
Notary Public (Signature) Beth Lichlyter (Printed Name)
Resident of Jefferson County My Commission Expires 2/23/24

Damon Stephan
9750 North Flat Bottom
Road
Madison, IN 47250
United States

Damon Stephan
Assignor Signature

4/28/16
Assignor Date



SUBSCRIBED and SWORN to before me by Damon Stephan
this 28 day of April, 2016 in the county of Jefferson
in the State of Indiana
Beth Lichlyter
Notary Public (Signature) Beth Lichlyter (Printed Name)
Resident of Jefferson County My Commission Expires 2/23/24

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.



Harold Hunt
Assignee Signature

Printed Name: Harold Hunt

Title: President

Company: SUPER ATV, LLC

Date: 28 day of April 16, 2016