

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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FRANK HERERRA	04/16/2017
MICHAEL WILKEY	04/16/2017
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15493543
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ATTORNEY DOCKET NUMBER:	90155.00010
NAME OF SUBMITTER:	DAVID S. KERR
SIGNATURE:	/David S. Kerr/
DATE SIGNED:	04/21/2017
Total Attachments: 5	
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the 16th day of April, 2017, between and among Frank Herrera of 615 Quaking Aspen Drive Unit 105, Fort Collins, CO 80525 and Michael Wilkey of 1947 Mahogany Way, Severance, CO 80550, (individually and collectively the "Assignor" or "Assignors") and Caveman, LLC., having its principal office at 1947 Mahogany Way Severance, CO 80550 (the "Assignee").

WHEREAS, Assignor may have contributed to some degree in conceiving or developing technology relating to Patent Application No. 5/493,543 entitled GUN BARREL THERMAL INDICATOR, including, but not limited to, the technology initially described or indicated in the application identified above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of Assignee, or its subsidiaries, affiliates, or related parties, and to improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of Assignee or which are likely to cause disclosure of such trade secret or confidential information ("the Invention");

WHEREAS, Assignor, either by herself/himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, Assignor acknowledges all his/her right, title and interest in any and all patent rights and any other proprietary rights in the Invention was vested in Assignee; and

WHEREAS, Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide; and



WHEREAS, Assignor acknowledges his/her obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights in the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

I. Assignor warrants that:

a. he/she has the authority to assign all right, title, and interest originated now or hereafter by her/ involving the Invention;

b. he/she has conveyed no right, title, or interest in the Invention to any party other than Assignee;

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c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights; and

d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

a. all such worldwide rights to make, use, and sell the Invention;

b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to: all rights to the above-identified application, all rights to make any claim for any priority to which such applications may be entitled, all rights to any continuing application(s), divisional application(s), substitution application(s), continuation application(s), continuation-in-part application(s), national phase application(s), regional phase application(s), foreign application(s); and all patents which may be granted thereon; and all reissues, extensions, or other related rights related thereto;

c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

d. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

e. all rights to seek protection covering such aspects or claims as Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

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3. Assignor acknowledges a legal and equitable obligation to assign to Assignee any and all patent rights and any other proprietary rights related to the Invention to the extent conceived (even if later reduced to practice) or developed while he/she is an employee or consultant of Assignee or its subsidiaries, affiliates, or related parties, and covenants that he/she has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to Assignee. Further, Assignor warrants that other than rights of Assignee, he/she maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his/her contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he/she will promptly and continuously inform Assignee of any articles, patents, or other references, or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

4. Assignor further covenants and agrees that he/she will communicate to Assignee any facts known to him/her respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee to obtain and enforce full protection and title in and to said Invention in all countries without further consideration but at the expense of Assignee.

5. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned.

6. Assignor recognizes that, until published by a governmental authority, each feature of all designs which relate to the Invention and all associated information, including but not limited to patent prosecution information such as amendments to the claims, supporting affidavits, or the like, shall be considered confidential, whether labeled as such or not, whether disclosed before or after entering into this Assignment, whether of a technical, business, or legal nature including but not limited to any aspects relevant to any prosecution of a patent application in any country, and whether discovered by explicit disclosure or mere inspection of any item or facility. In addition, it is agreed that the Invention and its associated information represent trade secrets and may become subject to patent, trademark, or other additional proprietary protection. In recognition of such existing and potential proprietary rights which exist or may be obtained, Assignor agrees to take all reasonable steps to maintain, continue, and protect the secrecy of the Invention and all related information as he/she may possess, to subject his/her employees to like restrictions, and to subject any third persons to which he/she discloses information to like restrictions. Assignor may disclose the information to any of its employees or other persons only as appropriate as determined by Assignee. Assignor agrees not to utilize, exploit, or incorporate any of the information for his/her own benefit directly or indirectly except as expressly agreed by Assignee in writing.

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7. Assignor grants the firm of Berg Hill Greenleaf & Ruscitti LLP the power to insert on this Assignment or any other document any further identification which may be necessary or desirable such as to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application.

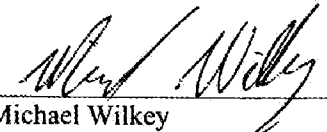
8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

9. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Boulder County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.



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Frank Herrera

4-16-2017
Date


Michael Wilkey

4-16-2017
Date

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