# 504372624 05/17/2017

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4419318

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
HAUSMANN INDUSTRIES, INC.	04/03/2017

### **RECEIVING PARTY DATA**

Name:	HAUSMANN ENTERPRISES, LLC
Street Address:	7030 PARK CENTRE DRIVE
City:	COTTONWOOD HEIGHTS
State/Country:	UTAH
Postal Code:	84121

# **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	D428629
Patent Number:	5924960

#### **CORRESPONDENCE DATA**

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ATTORNEY DOCKET NUMBER:	7536.1
NAME OF SUBMITTER:	DAVID B. TINGEY
SIGNATURE:	/DAVID B. TINGEY/
DATE SIGNED:	05/17/2017

## **Total Attachments: 5**

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PATENT REEL: 042416 FRAME: 0687

#### PATENT ASSIGNMENT

This Patent Assignment ("<u>Patent Assignment</u>") is made as of April 3, 2017, by Hausmann Industries, Inc., a New Jersey corporation ("<u>Assignor</u>"), for the benefit of Hausmann Enterprises LLC, a Utah limited liability company ("<u>Assignee</u>").

#### **RECITALS**

- A. Assignor and Dynatronics Corporation, a Utah corporation ("Buyer"), have entered into that certain Asset Purchase Agreement dated March 21, 2017 (as amended or otherwise modified from time to time, the "APA") and Buyer has assigned its right to receive this assignment to Assignee, as contemplated by Section 13.1(a) of the APA.
- B. This Patent Assignment is a Closing Date Transaction Agreement pursuant to the terms of the APA.

### **AGREEMENT**

NOW, THEREFORE, intending to be legally bound, the parties hereto agree as follows:

- 1. <u>Capitalized Terms</u>. Capitalized terms used but not defined herein shall have the meanings given them in the APA.
- Assignment of Assigned Patent. Assignor hereby conveys, transfers, assigns and delivers to Assignee all of Assignor's worldwide right, title and interest in, to and under the Patents listed on Exhibit A attached hereto, including any and all renewals, registrations and applications for registration, continuations, continuations-in-part, divisionals, reissues, re-examinations and extensions thereto or therefor and all other corresponding rights that are or may be secured outside the United States (collectively, the "Assigned Patents") together with the ongoing goodwill symbolized by the Assigned Patents, as well as all rights to sue for and recover and retain past and future legal or equitable relief, including damages, costs, expenses or attorneys' fees, for infringement of the Assigned Patents, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment not been made.
- 3. <u>Terms of the APA</u>. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing in this Patent Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail.
- 4. <u>Choice of Law, Jurisdiction, Waiver of Jury Trial.</u> This Patent Assignment shall be construed, governed and interpreted in accordance with the Laws of the state of Delaware without regard to conflicts of laws principles. Assignee and Assignor each irrevocably and unconditionally: (i) agrees that any dispute arising out of this Patent Assignment may be brought in any Chancery Court in the State of Delaware; (ii) consents to such jurisdiction; (iii) waives

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any objection to such venue, and (iv) waives trial by jury in any Proceeding relating to this Patent Assignment or the transactions contemplated hereby.

5. <u>Counterparts.</u> This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

[SIGNATURE PAGE FOLLOWS]

PATENT REEL: 042416 FRAME: 0689

IN WITNESS WHEREOF, Assignor has executed this Patent Assignment as of the day and year first written above.

**ASSIGNOR:** 

HAUSMANN, INDUSTRIES, INC.

By:

Name: David Hausmann

Title: ED & Secretary

Signature Page to Patent Assignment

IN WITNESS WHEREOF, Assignee has executed this Patent Assignment as of the day and year first written above.

ASSIGNEE:

HAUSMANN ENTERPRISES, LLC

Name/Kelvyn H. Cullimore Jr.

Title: President & Chief Executive Officer of Dynatronics Corporation, its Manager

REEL: 042416 FRAME: 0691

# **SCHEDULE A TO PATENT ASSIGNMENT**

- Three-Way Staircase Therapeutic Device, Patent Number: Des. 428,629, dated July 25, 2000
- Ambulation and Mobility Aparatus for Therapeutic Exercsie, Patent Number: 5,924,960, dated July 20, 1999

Schedule A to Patent Assignment

PATENT REEL: 042416 FRAME: 0692

RECORDED: 05/17/2017