

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4436141

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JOHN CHARLES WELKER	08/11/2012
RECEIVING PARTY DATA		
Name:	TRANSPORT SYSTEMS HOLDING CO., LLC	
Street Address:	7537 E MCDONALD DRIVE	
City:	SCOTTSDALE	
State/Country:	ARIZONA	
Postal Code:	85250	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	6692218
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>		
Phone:	4804665062	
Email:	LWelker@AZPTI.com	
Correspondent Name:	LYNN WELKER	
Address Line 1:	7537 E MCDONALD DRIVE	
Address Line 4:	SCOTTSDALE, ARIZONA 85250	
NAME OF SUBMITTER:	LYNN C WELKER	
SIGNATURE:	/Lynn C. Welker/	
DATE SIGNED:	05/30/2017	
Total Attachments: 4		
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source=Patent Transfer Redacted#page4.tif		

1 **AGREEMENT TO TRANSFER VEHICULAR TOWING APPARATUS PATENT**

2 This Agreement and is effective the 7 day of August, 2012 and is
3 entered into by the following Parties:
4

- 5 A. John Charles Welker ("Welker" or "Transferor"); and
6 B. Transport Systems Holding Co., LLC ("TSH" or "Transferee")

7 **RECITALS**

8 Welker desires to transfer the ownership of his Patent No's 6,692,218 B2 and 7,448,839
9 B2 dated November 11, 2008 known as "VEHICULAR TOWING APPARATUS USING AIR
10 LIFT" to TSH for a purchase price of [REDACTED] for the purpose of TSH's licensing the
11 same for use and manufacturing of a device consistent with the patents. A limited liability company
12 has been formed between Welker and others to develop and market the Vehicular Apparatus and the
13 patent will be licensed by TSH to the new limited liability company.
14

15 **AGREEMENT**

16 NOW, THEREFORE, in consent of the mutual covenants and conditions set forth herein,
17 the Parties agree as follows:

18 1. **Transfer.** Welker will transfer the patent to TSH within sixty (60) days of
19 executing this Agreement by filing documents necessary with the United States Patent office
20 including this Agreement or a copy thereof if necessary. The parties understand that the actual
21 transfer of the patent may be up to the timetable of the Patent Office. Welker shall do everything
22 reasonable and necessary to effectuate the transfer of the ownership of the patent to TSH.

23 2. **Payment.** As a condition of the transfer of the patent, Welker shall receive [REDACTED] of
24 sale price or [REDACTED] which ever is greater per unit sold of the device.
25

1 in writing and executed by the Party or Parties against whom such waiver or modification is sought
2 to be enforced. Notice shall be deemed to be sent on the date mailed, if sent by regular mail, and
3 deemed received within five (5) days of said date unless hand-delivered, telefaxed or otherwise.

4 **5.3 Entire Agreement.** This Agreement contains the entire agreement between
5 the Parties and their agents and representatives.


6 **5.4 Benefit; Successors Bound.** This Agreement and the terms, covenants,
7 conditions, provisions, obligations, undertakings, rights, and benefits hereof, including the Exhibits
8 hereto, shall be binding upon, and shall inure to the benefit of, the undersigned Parties and their
9 heirs, executors, administrators, representatives, successors, and permitted assigns.

10 **5.5 Counterparts.** This Agreement may be executed in counterparts, each of which
11 shall be deemed an original, but all of which shall constitute the same instrument.

12 **5.6 Governing Law.** This Agreement shall be construed and enforced under the
13 laws of the State of Arizona, and any suit necessary to enforce the terms of this Agreement shall be
14 filed in Maricopa County, Arizona.

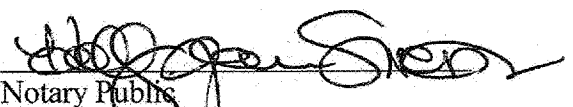
15 **IN WITNESS WHEREOF,** this Agreement has been duly executed by the Parties
16 hereto as of the date set forth, and is executed under penalty of perjury.

17
18
19 Date: 8/7/2012

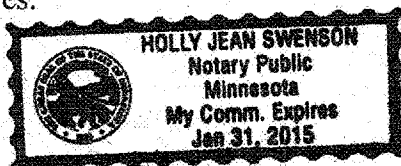
20 
John Charles Welker

21 STATE OF :
22 : ss.
23 County of :

24
25 Subscribed to before me this 7th day of August, 2012, by John Charles Welker.


Notary Public

My Commission Expires:



1 3. **Transferor's Representation.** Welker hereby represents and covenants that there
2 are no controverting interests or liens on the patent and nothing that exists to prevent his transfer of
3 the subject patent under his own free will and knowledge. Further he represents that his interest in
4 this Agreement, TSH, or Transport System, LLC shall be assigned to Joselle Marie Searcy, DOB
5 5/17/66, current address: 1201 Broadway Ave. So., Sauk Rapids, MN 56379 upon his death or
6 permanent disability.

7
8 4. **Transferee's Representation.** Transferee hereby represents and covenants that it
9 will abide by the conditions of this Agreement herein and will take its best efforts to license the
10 patent for the purpose herein

11 5. **General and Mutual Release upon Full Performance.** The Parties agree that,
12 upon full performance under this Agreement, the parties release and forever discharge one another
13 and their estates, heirs, successors, assigns and representatives, as each applies, from any and all
14 liability, rights, claims, demands, actions or causes of action arising out of, or related to, or in any
15 way connected with the civil action.

16 5. **General Provisions.** The following are general provisions regarding this
17 Agreement.

18 5.1 **Enforcement.** In the event any action, suit or proceeding is instituted to
19 enforce any provision of this Agreement, the Party or Parties which the Court of jurisdiction
20 determines to have substantially prevailed therein shall be entitled to recover their original attorney's
21 fees, costs and disbursements from the Party or Parties which the Court determines did not
22 substantially prevail therein.

23
24 5.2 **Waiver and Modification.** No waiver of any breach or default under or
25 with respect to this Agreement and no modification of this Agreement shall be effective unless it is

1
2
3 Date: 8/11/12

Am e will
Transport Systems Holding Co., LLC

5 STATE OF AZ :
6 : ss.

7 County of Maricopa :

8 Subscribed to before me this 11 day of Aug, 2012 by Lynn C. Welker

9 *Juliana T. Siemieniec*
Notary Public

10 My Commission Expires: 2/15/16

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