

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4482810

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRENT E SMITH	06/28/2017
TRAVIS M BUDENBENDER	06/28/2017
RECEIVING PARTY DATA	
Name:	LEADING EDGE SAFETY, LLC
Street Address:	1345 TANEY STREET
City:	KANSAS CITY
State/Country:	MISSOURI
Postal Code:	64116
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15455049
CORRESPONDENCE DATA	
Fax Number:	(816)525-1917
<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:	816-525-2233
Email:	denise.mashburn@gmail.com
Correspondent Name:	DONNA DENISE MASHBURN CHAPMAN
Address Line 1:	800 NE VANDERBILT LANE
Address Line 4:	LEES SUMMIT, MISSOURI 64064
ATTORNEY DOCKET NUMBER:	PP-1317
NAME OF SUBMITTER:	DONNA DENISE MASHBURN CHAPMAN
SIGNATURE:	/D. Denise Mashburn Chapman/
DATE SIGNED:	06/28/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 7	
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is made effective on July 1, 2017 ("Effective Date") by and between Leading Edge Safety, LLC ("Leading Edge"), a Missouri Limited Liability Company located at 1345 Taney Street, Kansas City, Missouri 64116 and co-inventors Brent Edward Smith ("Brent") residing at 24390 Burrus Road, Weston, Missouri 64098, and Travis Michael Budenbender ("Travis") residing at 24518 W. 91st Place, Lenexa, Missouri 66227. In this Agreement, Leading Edge, Brent, and Travis are referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Brent and Travis are co-inventors of the inventions described in United States Non-Provisional Utility Patent Application No. 15/455,049 ("the '049 application"), entitled *Material Applicator and Manifold Therefor*;

WHEREAS, Brent and Travis developed and reduced to practice the inventions described and claimed in the '049 application while working together at Leading Edge;

WHEREAS, Leading Edge wishes to exclusively own any and all patent rights that will ensue should this application mature into one or more United States patents;

WHEREAS, Brent and Travis wish to grant Leading Edge an exclusive patent assignment for their patent rights in the inventions disclosed in the '049 application; and

WHEREAS, Travis also wishes to grant Leading Edge an exclusive assignment for all other intellectual property he develops during the term of his employment.

ALL PARTIES, each intending to be legally bound, therefore promise and agree as follows:

AGREEMENT

1. Assignment by Brent and Travis. As co-inventors and co-owners of the Non-Provisional Utility Patent Application No. 14/631,554, Brent and Travis own all right, title, and interest in this application. The '049 application was filed with the United States Patent and Trademark Office ("USPTO") on March 9, 2017. Brent and Travis grant to Leading Edge:

- (a) an exclusive, transferable, worldwide assignment for any and all current and future patent rights in and to the '049 application and the inventions

described therein, i.e., the right to make, use, offer to sell, sell, and import these inventions anywhere in the world; and

- (b) the right, but Leading Edge shall not be obligated, to file corresponding non-provisional applications that claim the benefit of the '049 application anywhere in the world.

2. Assignment by Travis. Travis agrees that during his employment with Leading Edge, he assigns to Leading Edge his entire, right, title, and interest in all Inventions which: (a) related in any way to the actual or anticipated research or development of Leading Edge, or (b) relate in any way to the actual or anticipated research or development of Leading Edge, or (c) are suggested by or result from any task assigned to Travis on behalf of Leading Edge. An invention ("Invention") means any new or useful art, discovery, contribution, finding, or improvement whether or not patentable and all related know-how. Travis also agrees to execute at any time during or after his employment an assignment for each such Invention or patent application for such Invention as requested by Leading Edge.

3. Assign or Sublicense.

Leading Edge may assign or license its exclusive rights in whole or in part at its sole discretion to anyone, including any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization of law without Travis' or Brent's oral or written consent.

4. Consideration. For good and valuable consideration for the rights, privileges and assignment granted by Brent and Travis to Leading Edge:

- (a) Leading Edge shall pay or give the following amounts:
 - (i) \$10.00 to Brent; and
 - (ii) \$10.00 to Travis;
- (b) Leading Edge shall also pay all expenses incurred for the prosecution and maintenance of the '049 application and the preparation, filing, prosecution, and maintenance of any corresponding non-provisional applications that claim the benefit of the '049 filing date, unless this Agreement is terminated earlier as provided in Paragraph 6 of this Agreement; and
- (c) Brent and Travis shall cooperate fully in the preparation, filing, prosecution, and maintenance of all patent applications filed by Leading Edge and all patents licensed or assigned by Leading Edge to third parties pursuant to this Agreement, by executing all papers and instruments as to enable Leading Edge to apply for, prosecute, and maintain any patent applications, patents, and license or assign any patents that may issue.

5. Assignment Recordation.

Brent and Travis authorize the USPTO and any other applicable jurisdictions outside of the United States to record this Agreement for the '049 application, all corresponding non-provisional applications that claim the benefit of the '049 application, and any patents that may issue from these applications to Leading Edge as recipient of Brent's and Travis' entire right, title, and interest therein.

6. Term and Termination

- (a) This Agreement shall commence on the Effective Date and shall remain in effect for the life of the last-to-expire patent or last-to-be-abandoned patent application assigned under this Agreement, whichever is later, unless terminated earlier as provided below;
- (b) Leading Edge may terminate this Agreement by written notice to Brent and Travis if Leading Edge becomes insolvent; files a petition, or has a petition filed against it, under any laws relating to insolvency, and the related insolvency proceedings are not dismissed within ninety (90) days after the filing of such petition; enters into any voluntary arrangement for the benefit of its creditors; appoints, or has appointed on its behalf, a receiver, liquidator, or trustee of any of its property or assets; or ceases to carry on business in the ordinary course;
- (c) if Leading Edge elects for any reason to no longer pay the expenses for any non-provisional patent application that claims the benefit of the '049 application or pay the maintenance fees for any patent that issues, Leading Edge shall notify Brent and Travis not less than sixty (60) days prior to such action and shall thereby surrender its exclusive assignment rights only to that particular patent application or patent;
- (d) this Agreement shall terminate automatically upon a final adjudication of invalidity, unenforceability, or the extinguishment of all assigned patents; and
- (e) upon termination of a non-provisional patent application or patent under this Agreement, Leading Edge shall cease all use of its patent rights only to that particular application or patent and all patent prosecution, patent rights, and maintenance obligations for that particular application or patent shall be automatically returned to Brent and Travis.

7. Infringement.

During the term of this Agreement, Leading Edge shall have the right, but shall not be obligated, to prosecute at its own expense any infringement of patent rights for any patent that issues pursuant to this Agreement. If Leading Edge prosecutes

any such infringement, Brent and Travis agree that Leading Edge may include them as co-plaintiffs in any such suit without expense to Brent and Travis. The total cost of any such infringement action commenced solely by Leading Edge shall be borne by Leading Edge, but Leading Edge shall keep any and all recovery or damages for infringement derived from said suit, whether resulting from judgment, settlement, or otherwise.

8. Understood Agreement.

Leading Edge, Brent, and Travis represent and warrant that they have read and understood each and every provision of this Agreement. Travis understands that he is free to obtain advice from legal counsel of his choice, if desired, in order to interpret any and all provisions of this Agreement. Leading Edge, Brent, and Travis have freely and voluntarily entered into this Agreement.

9. Governing Law.

This Agreement and performance hereunder shall be governed by the laws of the State of Missouri. Sole venue and jurisdiction for any proceedings under this Agreement shall be in the state and/or federal courts located in Missouri.

10. Severability.

If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

11. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any prior agreement or understanding whether oral or written relating to the subject matter hereof. This Agreement may be modified only by a written agreement signed by all Parties, and no deletion, additions, or revisions to this Agreement will be valid unless signed by all Parties. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

AGREED TO AND ACCEPTED BY:

LEADING EDGE SAFETY, LLC

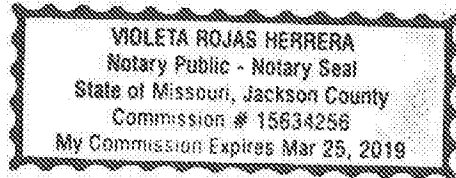
By: [Signature]
Brent-Edward Smith, Principal

STATE OF MISSOURI)
)ss.
COUNTY OF)

I, Violeta Rojas-Herrera a notary public, do hereby certify that on this 28th day of June, 2017, personally appeared before me BRENT EDWARD SMITH who being first duly sworn, declared that he is the person who signed the foregoing in his capacity as Principal of Leading Edge Safety, LLC, and that the statements therein contained are true.

[Signature]
Notary Public

My commission expires: March 25th 2019



LEADING EDGE SAFETY, LLC

By: [Signature]
Michael Barnard Budenbender, Principal

STATE OF MISSOURI)
)ss.
COUNTY OF)

I, Violeta Rojas-Herrera a notary public, do hereby certify that on this 28th day of June, 2017, personally appeared before me MICHAEL BARNARD BUDENBENDER who being first duly sworn, declared that he is the person who signed the foregoing in his capacity as Principal of Leading Edge Safety, LLC, and that the statements therein contained are true.

[Signature]
Notary Public

My commission expires: March 25th 2019

LEADING EDGE SAFETY, LLC

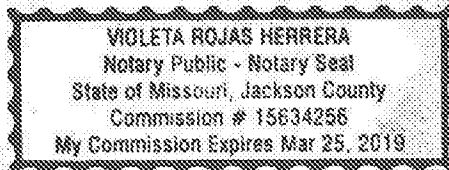
By: Travis Michael Budenbender
Travis Michael Budenbender, Principal

STATE OF MISSOURI)
)ss.
COUNTY OF)

I, Violeta Rojas Herrera, a notary public, do hereby certify that on this 28th day of June, 2017, personally appeared before me TRAVIS MICHAEL BUDENBENDER who being first duly sworn, declared that he is the person who signed the foregoing in his capacity as Principal of Leading Edge Safety, LLC, and that the statements therein contained are true.

Violeta Rojas Herrera
Notary Public

My commission expires: March 25th 2019



CO-INVENTOR:

By: Brent Edward Smith
Brent Edward Smith, an individual and co-inventor

STATE OF MISSOURI)
)ss.
COUNTY OF)

I, Violeta Rojas Herrera, a notary public, do hereby certify that on this 28th day of June, 2017, personally appeared before me BRENT EDWARD SMITH who being first duly sworn, declared that he is the person who signed the foregoing and that the statements therein contained are true.

Violeta Rojas Herrera
Notary Public

My commission expires: March 25th 2019

CO-INVENTOR:

By: Travis Budenbender
Travis Michael Budenbender, an individual and co-inventor

STATE OF MISSOURI)
)ss.
COUNTY OF)

I, Violeta Rojas Herrera a notary public, do hereby certify that on this 28th day of June, 2017, personally appeared before me TRAVIS MICHAEL BUDENBENDER who being first duly sworn, declared that he is the person who signed the foregoing and that the statements therein contained are true.

Violeta Rojas Herrera
Notary Public

My commission expires: March 25th 2019

