## 504437297 06/29/2017

# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
MARK DAVID HAYES	07/07/2016
JUSTIN SAMPSON	07/07/2016
DAVE LUMAN	07/07/2016

### **RECEIVING PARTY DATA**

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### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	15636963

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DATE SIGNED:	06/29/2017	

**Total Attachments: 3** 

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## Invention Assignment

WHEREAS, Mark David Hayes, a Utah resident whose postal mailing address is 80 E 100 S #4, Smithfield, Utah 84335, Justin Sampson, a Utah resident whose postal mailing address is 3230 N 1200 E, North Logan, UT 84341, and Dave Luman, a Utah resident whose postal mailing address is 235 North Blake Court, Logan, UT 84321 (collectively "Assignors") are listed as inventors in a pending provisional patent application for A DRIVE SYSTEM FOR AN AUTOMATIC STEP, U.S. App. No. 62359553 ("the Invention") and

WHEREAS, Assignors believes themselves to be the original, first and/or sole inventors of the Invention; and

WHEREAS, Assignor Mark Hayes has already executed an assignment for the Invention for related U.S. utility patent 8,833,781, which assignment has been recorded with the USPTO (Reel/Frame: 025869/0366).

WHEREAS, Rock-Slide Engineering, LLC ("Assignee"), a Utah company, desires to further clarify its position as Assignee for purposes of filing any and all continuation or continuation in part design patent applications for the Invention and/or to document acquisition by formal, recordable assignment the entire right, title, and interest in and to said Invention, and said Patent Application in the United States and throughout the world.

**NOW, THEREFORE**, in consideration of good and valuable consideration rendered by Assignee:

- Assignment. Assignors hereby grant and assign unto Assignee, any right, title, and interest in the invention, including any and all patent applications based upon it. Assignee also hereby acquires the right, power, and authority to file and prosecute any patent application in its own name. Assignee also maintains the right to bring actions for infringement related to the invention in its own name.
- 2. General authorization. Assignors authorize and request the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Patent granted for said Invention, whether on an application for said Invention, said Patent Application, or on any subsequently filed provisional, non-provisional, divisional, continuation, continuationin-part, reissue, or other application, to Assignee, its successors and assigns, as the assignee of their entire interest in said Invention.
  - 3. Representations and warranties. Assignors represent and warrant as follows:
    - (a) they are the sole owners of the Invention;
    - they have not sold or transferred the Invention to any third party; (b)
    - they have the authority to enter into this agreement; (c)

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- (d) they do not believe that the Invention has been taken from any third party without authorization (e.g., a knowing copy of another company's invention);
- they do not know of any permissions that have to be obtained in order for this assignment to be completed;
- (f) the Invention was not conceived or created in the course and conduct of Assignors' employment by a third party.
- 4. <u>Agreement to cooperate</u>. Assignors hereby agree, without further consideration and without expense to Assignee, to sign all lawful papers and to perform all other lawful acts which the Assignee may request in order to make this Assignment fully effective, including the furnishing of all lawful documents as requested by Assignee to further the prosecution of any patent applications relating to the invention, cooperation to the best of Assignors' abilities in executing all other lawful documents pertaining to the invention, and producing evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuance, extension, and infringement proceedings.
- 5. <u>Forum selection</u>. The Parties agree that any action or lawsuit arising out of or related to this Agreement—including but not limited to any action brought to enforce the terms of this Agreement—shall be brought in the federal or state courts of the State of Utah. The Parties agree that they are subject to the personal jurisdiction of such courts for the purposes of any such lawsuit or action.

This assignment and agreement shall be binding upon any and all heirs and legal representatives of Assignors.

ASSIGNOR	ASSIGNOR
By: Mark David Hayes	By: Justin Sampson
Name: Mark David Hages (please print)	Name: Sugrin Sampson  (please print)
Date: 7-7-2016	Date: 7-7-2016

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ASSIGNOR

Dave Luman

ASSIGNEA

Rock-Slide Engineering, LLC

Date: 7-20/6

(please print)

Date: 7-7-2016

## SEND COPY TO:

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