

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANDY BLACKER	08/22/2017
RECEIVING PARTY DATA	
Name:	RONALD STOCKWELL
Street Address:	11109 JASMINE ST
City:	FONTANA
State/Country:	CALIFORNIA
Postal Code:	92337
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7338411
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:	4087995045
Email:	randy@lilmynx.com
Correspondent Name:	RANDY BLACKER
Address Line 1:	954 STONE BRIDGE TRAIL
Address Line 4:	HOLLISTER, CALIFORNIA 95023
NAME OF SUBMITTER:	RANDY BLACKER
SIGNATURE:	/randy blacker/
DATE SIGNED:	08/22/2017
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 5	
source=Patent Purchase Agreement#page1.tif	
source=Patent Purchase Agreement#page2.tif	
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source=Patent Purchase Agreement#page4.tif	
source=Patent Purchase Agreement#page5.tif	

PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (“Agreement”) is entered into on January 27, 2017 (“Effective Date”), by and between Ron Stockwell (“Purchaser”) and Randy Eugene Blacker (“Seller”). At times herein the Purchaser and Seller will be referred to collectively as the “Parties”. Purchaser and Seller agree as follows:

RECITALS:

- I. Seller is the owners of the entire right, title, and interest in and to Patent No. 7,338,411 (“Patent Rights”)
- II. Subject to the terms and conditions of this Agreement, Purchaser wishes to purchase the Patent Rights from Seller, and Seller wishes to sell, transfer, and convey the Patent Rights to Purchaser.

NOW, THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. PURCHASE OF THE PATENT/PATENT RIGHTS

Subject to the terms and conditions of this Agreement, Seller shall sell, transfer, convey, and assign the Patent Rights to Purchaser in consideration of Seller’s receipt, on the Effective Date, of a one-time Patent Purchase Payment subject to the Exhibits attached hereto

2. DELIVERY AND PAYMENT

2.1 On the Effective Date, Purchaser will deliver to Seller the Purchase Price, as set forth herein and Seller shall transfer and assign all Patent Rights to Seller upon receipt of the Purchase Price.

2.2 Seller agrees to execute and deliver to Purchaser an Patent Assignment (the “Assignment Agreement”) attached here as Exhibit A immediately upon receipt of the Purchase Price.

2.3 Purchaser will pay to Seller the amount of Sixty Thousand Dollars (\$60,000.00) as the “Purchase Price”.

3. TRANSFER OF PATENTS; GRANT OF LICENSE

3.1 Patent Assignment: Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to the Patent Rights and all inventions and discoveries described therein, including without limitation, all rights of Seller under the Assignment Agreement, and all rights of Seller to collect royalties under such Patent Rights.

3.2 Assignment of Causes of Action: Seller hereby sells, assigns, transfers and conveys to Purchaser all right, title and interest it has in and to all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Patent Rights and all inventions and discoveries described therein, including without limitation all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement of the Patent Rights.

4. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to the Purchaser as follows:

4.1 Authority: Seller has all authorizations and authority required to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment of the Patent Rights to Purchaser.

4.2 Title and Contest: Seller owns all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Seller has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims, or proceedings threatened, pending, or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

4.3 Restrictions on Rights: Purchaser will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Patent Rights.

4.4 Conduct: Neither Seller, nor any prior owner or their respective agents or representatives have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate any of the Patent Rights or hinder their enforcement, including, without limitation, misrepresenting the Patent Rights to a standard-setting organization.

4.5 Enforcement: Seller has not put a third party on notice of actual or potential infringement of any of the Patent Rights. Seller has not invited any third party to enter into a license under any of the Patents Rights other than any license to be transferred to Cotton Camel Management, Inc.

4.6 Patent Office Proceedings: None of the Patent Rights is currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding, and no such proceedings are pending or threatened.

4.7 Fees: All maintenance fees, annuities, and the like due or payable on the Patent Rights have been timely paid. For the avoidance of doubt, such timely payment includes payment of any maintenance fees for which the fee is payable.

5. NO ASSUMPTION OF LIABILITIES

It is expressly understood and agreed that Purchaser shall not be liable for and hereby disclaims any assumption of any of the obligations, third party claims or liabilities of Seller of any kind or nature whatsoever arising from or in connection with any circumstances, causes of action, breach, infringement, violation, default or failure to perform with the respect to the Patent Rights or any inventions related to the Patent Rights prior to the assignment set forth herein. Seller hereby agrees to defend, indemnify and hold Purchaser and its affiliates (the "Indemnified Parties") harmless from, against and in respect of any and all losses, liabilities, damages, claims or expenses (including, without limitation, attorneys' fees) suffered or incurred, directly or indirectly in connection with any liability that is expressly not assumed and set forth above, or any obligation arising out of or relating to Seller's ownership or actions (or lack thereof) relating to the Patent Rights prior to the assignment set forth herein.

6. TAXES

Seller shall pay any taxes that are legally imposed on Seller arising out of the transfer of the Patent Rights. Seller is not liable for any taxes, if any, that are legally imposed on Buyer arising out of the transfer of the Patent Rights.

7. GENERAL PROVISIONS

7.1 Relationship of Parties: Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the Parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party.

7.2 Severability: If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

7.3 Waiver: Failure by either Party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the Parties.

7.4 Governing Law: This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of California. Venue for any dispute concerning this Agreement shall be County of San Bernardino Superior Court.

7.5 Entire Agreement: The Agreement, including its exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions. Neither of the Parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement.

7.6 Amendments: No amendments or modifications will be effective unless in writing signed by both Parties.

7.7 Headings: The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

7.8 No Rights in Third Parties: The Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement.

7.9 Counterparts: This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the signatures each of the Parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against the party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument. Signatures transmitted via email or facsimile shall also be considered and treated as original signatures.

7.10 Further Assurances: The Parties agree that they will take an necessary actions, including execution of documents, necessary to effectuate any matter set forth in this Agreement as may be reasonably requested by the other party.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PURCHASER:

SELLER:

Ron Stockwell

Randy Eugene Blacker

EXHIBIT A

Patent Assignment