## 504522512 08/28/2017

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4569218

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT		
CONVEYING PARTY	DATA				
		Name	E	Execution Date	
FULL-VIEW MATIC, II	NC.		30	3/25/2017	
RECEIVING PARTY I					
Name:		CLEAR VIEW MIRROR, LLC 1000 N. HURSTBOURNE PARKWAY			
Street Address:					
City:		LOUISVILLE			
State/Country:		KENTUCKY			
Postal Code:	40223	40223			
PROPERTY NUMBER	RS Total: 2				
Property Type		Number			
Patent Number: 7		7130727			
Patent Number:	8	3996258			
CORRESPONDENCE	E DATA				
Fax Number:	(	859)252-0779			
		the e-mail address first; if that i ; if that is unsuccessful, it will b			
Phone:	•	359-252-0889			
Email:		uspto@iplaw1.net			
Correspondent Name		KING & SCHICKLI, PLLC			
Address Line 1:		300 CORPORATE DRIVE			
Address Line 2:		SUITE 200			
Address Line 4:	L	EXINGTON, KENTUCKY 40503			
ATTORNEY DOCKET NUMBER:		552-003; 552-003 DIV II			
	P.	TREVOR T. GRAVES			
NAME OF SUBMITTEI	11.				
		/Trevor T. Graves/			
NAME OF SUBMITTEI SIGNATURE: DATE SIGNED:		/Trevor T. Graves/ 08/28/2017			
SIGNATURE: DATE SIGNED:					
SIGNATURE: DATE SIGNED: Fotal Attachments: 3			LC - US Patents 7,	130,727 and	

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source=Assignment from Full-View Matic, Inc. to Clear View Mirror, LLC - US Patents 7,130,727 and 8,996,258#page3.tif

## AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of this <u>2</u> day of August 2017 by and between Clear View Mirror, LLC, a Kentucky limited liability company, with an address of 1000 N. Hurstbourne Parkway, Louisville, Kentucky 40223 (herein referred to as "CVM"), and Full-View Matic, Inc., an Indiana corporation, with an address of 1000 N. Hurstbourne Parkway, Louisville, Kentucky 40223 (herein referred to as "FVM"), together herein sometimes referred to as the "party" or "parties".

## RECITALS

- A. FVM has developed technology and owns intellectual property, including patents and a working prototype, with respect to an invention known as the "Full-View-Matic Mirror", which utilizes ultrasonic transducers to measure the angles between a truck tractor and its trailer and to transmit those angles to a miniature, dashboard-mounted computer which in turn transmits electrical signals to the truck tractor's side-view motorized mirrors in order to constantly rotate those mirrors so as to assure the truck driver's constant full view of the sides and rear corners of the truck's trailer.
- B. In that regard, FVM owns as corporate assignee Patent No. US 7,130,727 B2 dated October 31, 2006 and US 8,996,258 B2 dated May 15, 2015, together with related mechanical drawings and electrical and computer design documentation (herein sometimes referred to as "Prototype, Drawings and Documentation") (altogether herein referred to as "the Intellectual Property"). FVM also owns all right, title and interest in the Full-View-Matic name, common law trademark rights, and any and all copyrights relating to any of the foregoing. FVM represents and warrants in this regard that what is set forth on its website found at www.fullviewmatic is true and correct.
- C. FVM has spent several months discussing its Full-View-Matic Mirror technology, including its Prototype, Drawings and Documentation", with a Louisville-based research and prototype development company known as 3 Space how 3 Space may be able to construct multiple road-test worthy/production-ready prototypes for FVM or its assignee, in association with a subcontractor 3 Space has located and recommended to FVM, said subcontractor known as Tricor System's (herein referred to as "Tricor"), a company based in Elgin, Illinois that 3 Space has investigated and found to provide innovative, reliable, high quality hardware, software and the design documentation essential to prototype development and product production.
- D. FVM and 3 Space have conducted sufficient investigation of each other's personnel, technical and financial capabilities and of both FVM's ownership of the Intellectual Property and the current technological status of its Full-View-Matic Mirror invention such that they desire to enter into a contract, now fully negotiated and ready to be executed (herein referred to as "the Contract"), whereby 3 Space shall provide, in association with Tricor, the computer, electrical and mechanical competencies to construct and deliver to FVM, or its assignee, 10 prototypes of an upgraded Full-View-Matic Mirror ready for road-testing and

PATENT REEL: 043424 FRAME: 0276 subsequently modified, if necessary, and readied by 3 Space for mass production (sometimes herein referred to as the "Project").

E. CVM was organized for the specific purpose of funding the Project, such that FVM is prepared to assign all of its right, title and interest in the Intellectual Property, in its name and trademark rights and in any copyrights it owns to CVM in return for an ownership interest therein.

IN CONSIDERATION OF the Recitals hereinabove and the covenants and agreements of the parties hereinbelow, the parties agree to the following provisions governing FVM's assignment to CVM of both FVM's Intellectual Property and the Contract rights it has in return for an ownership interest in CVM.

 Assignment by FVM of All That it Owns. FVM does hereby sell, assign, transfer and set over (herein referred to as "grant") to CVM, its legal representatives, successors and assigns, all of FVM's rights in and to (a) the Intellectual Property, (b) either or both common law and US Patent and Trademark Office (herein referred to as "PTO") trademarks and copyrights and (c) Contract rights. FVM hereby agrees with CRM that FVM shall not execute any writing or do any act whatsoever conflicting with these presents and that FVM will, at any time upon request, without further or additional consideration but at the expense of CRM, execute additional assignments and other writings necessary to perfect CRM's enjoyment of this grant. FVM shall further request that the PTO issue any letters patent of the United States which may be issued on the Intellectual Property, including as a consequence of work done pursuant to the Contract right, to CRM.

2. <u>Grant by CVM of Interest.</u> In return, CRM does hereby issue to FVM, fully paid up by virtue of the foregoing grant, 100 percent of its total authorized and outstanding membership interests in the CRM entity, which interest may be diluted down to 65 percent without further agreement of the parties.

3. <u>Authority.</u> The parties hereby represent and warrant that they have the right and authority to enter into this Agreement and to make the grant and issue the membership interests aforementioned.

4. <u>No Indemnity, etc.</u> Each party to this Agreement hereby acknowledges and agrees that the other party has no duty or obligation pursuant to legal theory, law or statute, to indemnify, hold free and harmless, defend and/or pay for any liabilities, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including attorneys fee) or other arising under claims asserted against it.

- 5. <u>Notice</u>. Any notice required by this Agreement shall be sent to the party to be notified at the above mentioned address or at such other address as either party may from time to time designate.
- 6. <u>Governing Law.</u> The terms and provisions of this Agreement shall be interpreted construed in accordance with the laws of the Commonwealth of Kentucky.
- 7. <u>Entire Agreement.</u> The Agreement constitutes all of the understandings of the parties hereto, and there are no prior or contemporaneous understandings between the parties with respect to the subject matter of this Agreement. No amendment

PATENT REEL: 043424 FRAME: 0277 or modification to this Agreement shall be valid or binding unless executed in writing by a duly authorized representative of each party to this Agreement.

8. <u>Signatories.</u> The undersigned persons executing this Agreement on behalf of the parties represent and warrant that the parties and they on behalf of the parties have full power and authority to enter into and execute this Agreement and that the provisions hereof are enforceable against all of them and that all action necessary has been taken by them and their appropriate governing bodies to enter into this Agreement and to perform all respective obligations hereunder and that the provisions hereof do not violate any contract, instrument or order to which the parties are obligated or involved.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**VIEW MIRROR, LLC** 

FULL-VIEW-MATIC, INC. Charles V. (Un

William B. Bardenwerper, President

Charles T. Rannells, President

CLIENT/Full-View Matic/CVM-FVM Agreement 08-21-17 JTR Rev. 8/21/2017 10:35 AM

**RECORDED: 08/28/2017**