504899075 05/03/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4945818

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BYRON FRANKLIN	04/23/2018

#### **RECEIVING PARTY DATA**

Name:	T-H MARINE SUPPLIES, INC.	
Street Address:	200 FINNEY DRIVE	
City:	HUNTSVILLE	
State/Country:	ALABAMA	
Postal Code:	35824	

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

Property Type	Number
Application Number:	15970390

#### **CORRESPONDENCE DATA**

**Fax Number:** (256)517-5285

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.

**Phone:** 256-517-5140

Email: wbabcock@bradley.com
Correspondent Name: STEPHEN H. HALL

Address Line 1: 200 CLINTON AVENUE WEST, SUITE 900

Address Line 4: HUNTSVILLE, ALABAMA 35801

ATTORNEY DOCKET NUMBER:	00T272-301098	
NAME OF SUBMITTER:	STEPHEN H. HALL	
SIGNATURE:	/Stephen H. Hall/	
DATE SIGNED:	05/03/2018	

#### **Total Attachments: 4**

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PATENT 504899075 REEL: 045710 FRAME: 0927

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Agreement"), entered into and effective as of Agricology (the "Effective Date"), is between Byron Franklin, having an address of 47 Jones Drive, Grant, AL 35747 ("Franklin") and T-H Marine Supplies, Inc. ("Assignee"). Franklin and Assignee may be individually referred to as a "Party" or collectively as the "Parties."

#### RECITALS

WHEREAS, Franklin is the sole owner of all right, title, and interest in the Assigned Intellectual Property defined below, and further described on Schedule 1; and

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in the Assigned Intellectual Property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt, adequacy, and sufficiency of which the Parties acknowledge, the Parties agree as follow:

## 1. Definitions.

"Assigned Intellectual Property" shall mean the following intellectual property related to Franklin's "Troll Jacket" cable organizer:

- (i) the patents and patent applications, the inventions, and subject matter that may be protectable by patent listed in Schedule 1, and any and all continuations, continuations-in-part, divisionals, and renewals of and substitutes for said applications and their equivalents in the U.S. and/or any foreign jurisdictions, all applications claiming priority thereto or the benefit of said applications, including patent applications filed in the U.S. and/or foreign jurisdictions or under any international convention, and any reissues, or reexaminations, or extensions of patent granted from any of the above or their equivalents in any jurisdiction;
- (ii) the trademarks, service marks, domain names, URLs, websites, social media accounts, names and logos listed in Schedule 1 ("Marks/Domains"), together with any pending applications or registrations (including any renewals or extensions of such applications and registrations) related to the Marks/Domains, along with the goodwill of the business in connection with which the Marks/Domains are used and which is symbolized by the Marks/Domains, and all rights therein and thereto in any country or locality worldwide; and
- (iii) the designs, formulas, discoveries, devices, technical data, knowhow, trade secrets, ideas, processes, works of authorship, copyrights, technology, or any other related proprietary rights listed in Schedule 1.

#### Assignment.

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Franklin hereby sells, conveys, transfers, assigns, grants, and delivers to Assignee, and its successors and assigns, to have and to hold unto Assignee, and its successors and assigns forever, all of Franklin's worldwide rights, title, and interest into the Assigned Intellectual Property, and for Assignee's use and that of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Franklin if this Agreement had not been made, including any and all claims related to the Assigned Intellectual Property, including all of and the right to recover damages and profits for past, present, or future infringements or unauthorized use is thereof, with the right to sue for and collect the same for its own use and enjoyment. Franklin agrees to execute and deliver, at the request of Assignee, any papers, instruments, and assignments reasonably necessary to vest Assignee of Franklin's right, title and interest in and to the Assigned Intellectual Property and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Franklin.

#### Miscellaneous. 3.

This Agreement is governed by, construed and shall be enforced in accordance with the laws of the State of Alabama and the applicable intellectual property federal laws of the United States, without application of principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed on their respective behalves by their duly authorized officers all as of the day and year first written above.

Byron Franklin	1-H Marine Supplies, Inc.
By:	Ву:
Print Name: By con Franklin	Print Name:
Its: Byo me	Its:

Franklin hereby sells, conveys, transfers, assigns, grants, and delivers to Assignee, and its successors and assigns, to have and to hold unto Assignee, and its successors and assigns forever, all of Franklin's worldwide rights, title, and interest into the Assigned Intellectual Property, and for Assignee's use and that of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Franklin if this Agreement had not been made, including any and all claims related to the Assigned Intellectual Property, including all of and the right to recover damages and profits for past, present, or future infringements or unauthorized use is thereof, with the right to sue for and collect the same for its own use and enjoyment. Franklin agrees to execute and deliver, at the request of Assignee, any papers, instruments, and assignments reasonably necessary to vest Assignee of Franklin's right, title and interest in and to the Assigned Intellectual Property and/or to provide evidence to support such assignment in the event such evidence is reasonably necessary and to the extent such evidence is in the possession or control of Franklin.

## 3. Miscellaneous.

**Byron Franklin** 

This Agreement is governed by, construed and shall be enforced in accordance with the laws of the State of Alabama and the applicable intellectual property federal laws of the United States, without application of principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

T-H Marine Supplies, Inc.

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed on their respective behalves by their duly authorized officers all as of the day and year first written above.

By:	By: Mr. Ar.
Print Name:	Print Name:Jeffery W Huntley
Its:	Its: President

## Schedule 1 to Intellectual Property Assignment Agreement

# **Patents/Patent Applications**

1. Provisional Patent Application No. 62/503,895 for a Troll Jacket

#### **Designs**

1. Design of the Troll Jacket

## Knowhow/Technical Data/Works of Authorship/Trade Secrets

- 1. All knowhow, technical data, configurations, supplier information, cost data, and other business information related to the Troll Jacket
- 2. All text, photographs, and descriptions on any Websites, URL, domains, or social media controlled by Franklin

## Trademarks/Service Marks

- 1. Troll Jacket (unregistered) name and logos
- 2. Tolljacket.com URL

#### Websites/URL/Domain Names/Social Media

- 1. Tolljacket.com website/URL/Domain name
- 2. Troll Jacket Facebook page
- 3. Troll Jacket Twitter page

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RECORDED: 05/03/2018

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