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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5051826

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
ELISABETH MCGAVIN	01/12/2018

RECEIVING PARTY DATA

Name:	MCFLY, LLC
Street Address:	480 KAEDING CREEK ROAD
City:	WHITEFISH
State/Country:	MONTANA
Postal Code:	59937

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8959830

CORRESPONDENCE DATA

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Address Line 2: **SUITE 205**

Address Line 4: WHITEFISH, MONTANA 59937

ATTORNEY DOCKET NUMBER:	MCFLY, LLC
NAME OF SUBMITTER:	JEFFREY M. HEUTMAKER
SIGNATURE:	/Jeffrey M. Heutmaker/
DATE SIGNED:	07/16/2018

Total Attachments: 3

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PATENT REEL: 046359 FRAME: 0168 505005078

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Patent Assignment"), dated as of January 12, 2018, is made by Elisabeth McGavin, an individual resident of Montana ("Assignor"), in favor of McFly, LLC, a Montana limited liability company, located at 480 Kaeding Creek Road, Whitefish, MT 59937 ("Assignee").

WHEREAS, under the terms of that certain Limited Liability Company Operating Agreement between Assignor and Assignee, of even date herewith (the "LLC Agreement"), Assignor has agreed to assign certain intellectual property of Assignor to Assignee, and has agreed to execute and deliver this Patent Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. In consideration for the execution of the LLC Agreement and the issuance of Membership Units to Assignor thereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Patent"):
- (a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "Patents");
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Patents are properly assigned to Assignee, or any assignee or successor thereto.

1

- 3. <u>Terms of the LLC Agreement</u>. The terms of the LLC Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Patents are incorporated herein by this reference.
- 4. <u>Electronic Execution</u>. This Patent Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 5. <u>Successors and Assigns</u>. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. Governing Law. This Patent Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Montana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Montana or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Patent Assignment as of the date first above written.

Elisabeth McGavin	
Elisabeth McGavin	
Address:	
704C E. 13TH STREET #156	
WHITEFISH, MT 59937	

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

United States Patent Number: 8,959,830

Issued: February 24, 2015

RECORDED: 07/16/2018

3

PATENT REEL: 046359 FRAME: 0171