

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5143572

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	LICENSE	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JENNIFER JUDD	03/15/2016
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	JERRY BROWER	
<b>Street Address:</b>	6401 NW LINCOLN AVE	
<b>City:</b>	VANCOUVER	
<b>State/Country:</b>	WASHINGTON	
<b>Postal Code:</b>	98663	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	61928248	
<b>Patent Number:</b>	9624664	
<b>Patent Number:</b>	9896853	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>		
<b>Email:</b>	stepsavers@gmail.com	
<b>Correspondent Name:</b>	JERRY BROWER	
<b>Address Line 1:</b>	6401 NW LINCOLN AVE	
<b>Address Line 4:</b>	VANCOUVER, WASHINGTON 98663	
<b>NAME OF SUBMITTER:</b>	JERRY BROWER	
<b>SIGNATURE:</b>	/JERRY BROWER/	
<b>DATE SIGNED:</b>	09/17/2018	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 10</b>		
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## LICENSE AGREEMENT

THIS AGREEMENT, effective this 15th day, of March, 2016, is entered into by Jennifer Judd (hereinafter "LICENSOR") and Jerry Brower (hereinafter "LICENSEE").

### BACKGROUND

WHEREAS, LICENSOR has designed and developed a POPCORN PATCH (hereinafter "INVENTION").

WHEREAS, LICENSOR is the owner of all right, title and interest in a United States Letter of Patent filed OCTOBER 10<sup>th</sup> 2013 and currently pending as United States Patent Application Number 0197936-A1 EPS ID

WHEREAS, LICENSOR desires to transfer to LICENSEE and LICENSEE desires to acquire from LICENSOR an exclusive license to manufacture and market the INVENTION covered by the patent rights in all other countries, territories and jurisdictions on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, parties agree as follow:

### SECTION 1. DEFINITIONS

1.1. GROSS SALES. "Gross Sales" shall mean the aggregate compensation the LICENSEE, or its subsidiaries, receives for goods sold under the Patent Rights without a reduction for taxes, transportation, returns, depreciation or other expenses.

1.2. CLOSING. "Closing" shall occur when both LICENSOR and LICENSEE have applied their respective signatures to this Agreement.


1.3. PATENT RIGHTS. "Patent Rights" means the following listed patents, patents to be issued pursuant thereto, and all divisions, continuations, reissues, substitutes, and extensions thereof:

**Patents**

(a) United States Patent Application Number 14/449,861 PROVISIONAL PATENT APPLICATION SERIAL Number 61/928,248 EFS ID 19755186 aka 2015/0197936

**SECTION 2. GRANT OF INVENTION AND PATENT RIGHTS**

In consideration for the royalty to be paid under Sections 3 and 4, LICENSOR grants to LICENSEE:

- (a) an exclusive, license to manufacture and market the INVENTION in the United States;
- (b) an exclusive, license to manufacture and market the INVENTION in all foreign countries;
- (c) all rights under the Patent Rights; exclusive to the INVENTION.
- (d) all technology, trade secrets and know-how related to the design and manufacture of the INVENTION, including all design plans, blueprints and any documentation or software related thereto.

**SECTION 3. ROYALTY**

LICENSEE shall pay LICENSOR a royalty payment based upon the Gross Sales of the LICENSEE. Said royalty payment shall be calculated based upon (ten) 10% of the Gross Sales of the LICENSEE with regard to the Invention. If the LICENSOR fails to obtain a patent the royalty payments drop from (ten) 10% of the gross to (five) 5% of the gross.

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#### **SECTION 4. TIMING OF ROYALTY PAYMENTS**

4.1. QUARTERLY PAYMENTS. LICENSEE shall pay LICENSOR a royalty for each quarter of each year during which this Agreement is in effect. LICENSEE shall pay LICENSOR quarterly, four times per year, on or before the 30<sup>th</sup> day after January 1, April 1, July 1, and October 1 of each year during which this Agreement is in effect.

#### **SECTION 5. REPORTS AND RECORDS**

5.1. REPORTS. LICENSEE shall provide a quarterly report to LICENSOR showing the number of units manufactured during each quarter when each quarterly royalty payment is made.

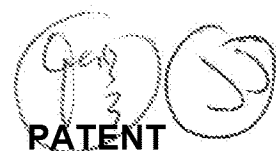
5.2. RECORDS. LICENSEE shall keep records of the Gross Sales and number of units manufactured and sold pursuant to this Agreement in sufficient detail to enable the royalty payment to LICENSOR to be determined.

5.3. ANNUAL INSPECTION. LICENSEE shall allow LICENSOR's representative, one annual inspection, during regular business hours or at such other times as may be mutually agreeable, to inspect LICENSEE's books and records to the extent reasonably necessary to determine LICENSEE's compliance with the terms of this Agreement. Inspection will be specific to the item(s) pertaining to this agreement only.

5.4. PENALTY. If the LICENSOR determines through an annual inspection that the LICENSOR was under-compensated as required by this Agreement, then the LICENSEE shall pay to the LICENSOR a Penalty Fee. The Penalty Fee shall comprise three times the difference between the actual compensation and the required compensation. The LICENSEE shall still be obligated to pay full compensation as required under the Agreement.

#### **SECTION 6. OBLIGATIONS OF LICENSOR**

The LICENSOR agrees with the LICENSEE to execute such documents and give such assistance as



the LICENSEE may reasonably require:

- (a) to defeat any challenge to the validity of, and resolve any questions concerning the Patent Rights;
- (b) to apply for and obtain patents or similar protection for the INVENTION in other parts of the world at the LICENSEE's expense if requested by LICENSEE;
- (c) to apply for and obtain patents or similar protection for the INVENTION including the filing of a continuation in part, or a divisional patent in the United States at the LICENSORS expense if requested by LICENSEE;
- (d) to do all that is necessary to vest such protection in the LICENSEE;
- (e) to inform the LICENSEE of all technical information concerning the INVENTION; and
- (f) to supply the LICENSEE with any documents or drawings relevant to the INVENTION.

#### **SECTION 7. REPRESENTATIONS AND WARRANTIES OF LICENSOR**

7.1. LICENSOR represents and warrants to LICENSEE as follows:

- (a) LICENSOR is the sole and exclusive owner of the INVENTION and the Patent Rights. No other parties have any right or interest in or to the INVENTION nor to the Patent Rights;
- (b) All rights to the INVENTION and the Patent Rights are free and clear of all liens, claims, security interests and other encumbrances of any kind or nature;
- (c) The LICENSOR has not granted any licenses to use the INVENTION to any other parties;
- (d) LICENSOR has the right and power to enter into this Agreement, and has made no prior transfer, sale or assignment of any part of the INVENTION, patent rights pertaining to the use of the INVENTION or the Patent Rights; LICENSOR shall sign any and all forms



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needed to facilitate the assignment of patent to LICENSEE after it is issued.

- (e) As of the date hereof and as of the Closing date, LICENSOR is not aware of any parties infringing on the patent rights transferred hereunder;
- (f) LICENSOR is not aware that the INVENTION infringes upon any patent, but LICENSOR does not otherwise warrant or guarantee the validity of the Patent Rights or that the INVENTION does not infringe any valid and subsisting patent or other rights not held by the LICENSOR; and
- (g) The INVENTION was not procured by the use of confidential information, trade secrets, or in other respects in violation of law, and there is no action, order or proceeding, to the LICENSOR's knowledge, alleging any of the foregoing.

7.2. Each of the warranties and representations set forth above shall be true on and as of the date of Closing, as though such warranty and representation was made as of such time. All warranties and representations shall survive closing.

## **SECTION 8. LICENSEE'S OBLIGATIONS**

- 8.1. INDEMNIFICATION. The LICENSEE agrees to indemnify the LICENSOR and his heirs successors, assigns and legal representatives for liability incurred to persons who are injured as a consequence of the use of any INVENTION manufactured by the LICENSEE or as a consequence of any defects in the INVENTION.
- 8.2. QUARTERLY ROYALTY. The LICENSEE agrees to pay the above stated quarterly royalty without demand.
- 8.3. REASONABLE EFFORTS. The LICENSEE agrees to utilize all reasonable efforts to manufacture and market the INVENTION.
- 8.4. PROFESSIONALISM. The LICENSEE agrees to the extent reasonably possible, have all manufacturing, shipping, and sales performed in a professional and equitable manner.
- 8.5. LIABILITY INSURANCE. The LICENSEE agrees to maintain liability insurance in an amount

greater than or equal to \$1,000,000.

8.6. **TRADE SECRETS.** The LICENSEE agrees to take all reasonable steps to maintain the confidentiality of all trade secrets provided by the LICENSOR to the LICENSEE during and after this Agreement.

## **SECTION 9. CONDITIONS TO CLOSING**

- (a) The warranties and representations made by the LICENSOR in this Agreement shall be true and correct in all material respects on the Closing date as if such warranties and representations had been given as of the Closing date.
- (b) LICENSOR shall have delivered to LICENSEE such instruments of transfer as may be reasonably requested by LICENSEE to consummate the transactions contemplated hereby.

## **SECTION 10. MARKING OF INVENTION**

10.1 LICENSEE agrees to affix patent pending and patent notices to all INVENTIONS prior to their sale in accordance with 35 U.S.C. §282. Each device shall have either the words "PATENT PENDING" or "Patent No." followed by the patent number conspicuously marked on each of the goods sold under the Patent Rights subject to the reasonable approval of the LICENSOR.

## **SECTION 11. DURATION AND TERMINATION**

- 11.1. This Agreement shall remain in full force and effect indefinitely, unless and until termination or cancellation as hereinafter provided.
- 11.2. If LICENSEE shall at any time default in rendering any of the sales reports required hereunder, and payment of any monies due hereunder, or in fulfilling any of the other material obligations hereof, and such default is not cured within ninety (90) days after written notice is given by the LICENSOR to LICENSEE, LICENSOR shall have the right to terminate this Agreement by giving written notice of termination to LICENSEE. LICENSEE shall have the right to cure any



such default up to, but not after the written notice of termination.

11.3. LICENSOR shall have the right to terminate this Agreement by giving written notice of termination to LICENSEE in the event of any of the following:

(a) liquidation of LICENSEE;

(b) insolvency or bankruptcy of LICENSEE, whether voluntary or involuntary;

11.4. LICENSEE shall have the right to terminate this agreement by giving written notice of termination to LICENSOR in the event of the following:

(a) Failure of patent being issued.

## **SECTION 12. MAINTENANCE FEES AND INFRINGEMENT COSTS**

12.1. MAINTENANCE FEES. LICENSEE shall be responsible for paying all maintenance fees for the Patent Rights until they expire.

12.2. DEFENDING AN INFRINGEMENT LAWSUIT. LICENSOR and LICENSEE shall both be responsible for sharing in all expenses, including but not limited to legal fees, associated with defending an infringement action involving the INVENTION. LICENSOR also agrees to vigorously defend any invalidity actions brought against the Patent Rights.

12.3. BRINGING AN INFRINGEMENT LAWSUIT. LICENSOR and LICENSEE shall also be responsible for sharing in all expenses, including but not limited to legal fees, associated with bringing an infringement action involving the Patent Rights. LICENSOR and LICENSEE agree to initiate and vigorously prosecute proceedings to the termination of any infringements on the Patent Rights.

12.4. NOTIFICATION. LICENSEE and LICENSOR both agree to notify each other of any legal action involving the Patent Rights or the INVENTION.



### **SECTION 13. BINDING ARBITRATION**

Any controversy or claim arising out of or relating to this contract, or the breach thereof, between the LICENSOR and the LICENSEE shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a convenient location in Washington State. The judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

### **SECTION 14. GOVERNING LAW**

This Agreement shall be governed in accordance with the substantive laws of the State of Washington of the United States of America.

### **SECTION 15. SEVERABILITY**

- 15.1. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.
- 15.2. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, LICENSOR, by written notice to LICENSEE, may revise the provision in question or delete it entirely so as to comply with the decision of said court.

### **SECTION 16. NOTICES UNDER THE AGREEMENT**

For the purposes of all written communications and notices between the parties, their addresses shall be:



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LICENSOR:

Jennifer Judd

15 Mathieu Lane

East Hampton, CT

LICENSEE:

Jerry Brower

6401 NW Lincoln Ave

Vancouver, WA 98663

**SECTION 17. ENTIRE AGREEMENT**

This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates hereinafter set forth.

**LICENSOR:**

Jennifer Judd

By: Jennifer Judd Date: 7/9/2016

**LICENSEE:**

Jerry E. Brower

By: J. E. Brower Date: 7/4/2016