#### 505191111 11/14/2018

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5237880

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/01/2007	

## **CONVEYING PARTY DATA**

Name	<b>Execution Date</b>
TEBCO PTY, LTD.	07/01/2007

### **RECEIVING PARTY DATA**

Name:	TEBCO INTERNATIONAL, INC.
Street Address:	1400 SANS SOUCI PARKWAY
City:	HANOVER TOWNSHIP
State/Country:	PENNSYLVANIA
Postal Code:	18706

## **PROPERTY NUMBERS Total: 3**

Property Type	Number
Patent Number:	7988209
Patent Number:	6533335
Patent Number:	6039473

### **CORRESPONDENCE DATA**

Fax Number: (570)696-3320

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: 5707144000

Email: msmolow@smolowlaw.com MITCHELL A. SMOLOW **Correspondent Name:** Address Line 1: 720 HAMPTON ROAD

Address Line 4: SHAVERTOWN, PENNSYLVANIA 18708

ATTORNEY DOCKET NUMBER:	239.001	
NAME OF SUBMITTER:	MITCHELL A. SMOLOW	
SIGNATURE:	JRE: /Mitchell A. Smolow/	
DATE SIGNED:	11/14/2018	

### **Total Attachments: 3**

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**PATENT REEL: 047504 FRAME: 0838** 505191111

# ASSET SALE AGREEMENT

This Asset Sale Agreement ("Agreement") is made as of the 1st day of July, 2007, by and between Tebco Pty, Ltd. ("Seller") and Tebco International, Inc. ("Buyer")

# WITNESSETH

WHEREAS, Seller is desirous of selling all of its assets to Buyer, and

WHEREAS, Buyer is desirous of purchasing all of the Seller's assets as well as assuming the Seller's liabilities as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do represent, warrant, covenant and agree as follows:

- 1. Sale of Seller's Assets
- (a) <u>Transfer of Assets</u>. Seller does hereby sell, transfer, assign, convey and deliver to Buyer as of the date hereof all of its assets, both tangible and intangible, including, but not limited to all cash, account receivables, intellectual property rights, contract rights and the name of the Seller (hereinafter called the "Purchased Assets").
- (b) <u>Consideration.</u> As consideration for the sale of the Purchased Assets,
  Buyer agrees to pay to Seller the sum of One (\$1.00) Dollar, the receipt of which is hereby
  acknowledged. As additional consideration, the Buyer agrees to assume all liabilities of the
  Seller, including contractual obligations and shareholder loans as evidenced on the most recent
  financial statements of the Seller.
- Representations and Warranties of Seller. Seller represents, warrants and agrees as follows:

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- (a) <u>Power to Act.</u> The execution, delivery and performance of this

  Agreement, including the transfer of the Purchased Assets, as hereby contemplated, have been duly and validly authorized by all necessary action of Seller.
- (b) No Breach of Statute or Contract. Neither the execution and delivery of this Agreement, nor compliance with the terms and provisions of this Agreement on the part of Seller will violate any statute, license, or regulation of any governmental authority, domestic or foreign, or will result in the default by Seller of any judgment, order, writ, decree, rule or regulation of any court or administrative agency, or will breach, conflict with, or result in a breach of any of the terms, conditions or provisions of any material agreement or instrument to which Seller is a party, or by which he is or may be bound, or constitute a default thereunder, or result in the creation or imposition of any claim, lien, charge or encumbrance of any nature whatsoever upon any of the Purchased Assets.
- (c) <u>Title to Purchased Assets.</u> All the Purchased Assets conveyed hereunder are free and clear of any and all mortgages, pledges, security interests, liens, encumbrances, restrictions and payments.
- (d) <u>Litigation</u>. Seller is not aware of any pending or threatened litigation, claim or investigation to which the Purchased Assets may be subject.
- (e) <u>Liabilities</u>. All liabilities of the Seller are set forth on its books and records which have been shared with the Buyer.
- 3. Entire Agreement: Modification. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements and understandings of every nature between them, and no party shall be bound by any condition, definition, warranty, or representation, other than expressly set

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forth or provided for in this Agreement, or as may be, on or subsequent to the date hereof, set forth in writing and signed by the party to be bound thereby. This Agreement may not be changed or modified, except by agreement in writing, signed by all of the parties hereto.

- 4. <u>Parties In Interest</u>. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors in interest of the respective parties hereto.
- 5. <u>Further Instruments</u>. Buyer will on such date as Seller may request, without cost or expense to Seller, execute and deliver or cause to be executed and delivered to Seller such further instruments of transfer and conveyance and will take such other action as Seller may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:  ROBERT COCO	SELLER: Tebco Pty, Ltd.  By:, Acting President
ATTEST:	BUYER: Tebco International, Inc.
Ellen S. Wilson	By: Paul Dan , Acting President

PATENT REEL: 047504 FRAME: 0841

**RECORDED: 11/14/2018**