

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5440668

| | |
|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BETTER LIFE TECHNOLOGY, L.L.C. | 09/24/2018 |
| RECEIVING PARTY DATA | |
| Name: | ADVENTURE CAPITAL PARTNERS, LLC |
| Street Address: | 9736 LEGLER ROAD |
| City: | LENEXA |
| State/Country: | KANSAS |
| Postal Code: | 66219 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 7045194 |
| Patent Number: | D508180 |
| CORRESPONDENCE DATA | |
| Fax Number: | (816)412-1029 |
| <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> | |
| Phone: | 816-842-8600 |
| Email: | patent@stinson.com |
| Correspondent Name: | STINSON LEONARD STREET LLP ATTN: PATENT |
| Address Line 1: | 1201 WALNUT STREET, SUITE 2900 |
| Address Line 2: | NICOLE BICKHAM, PARALEGAL |
| Address Line 4: | KANSAS CITY, MISSOURI 64106-2150 |
| ATTORNEY DOCKET NUMBER: | 3508866-0004/0005 |
| NAME OF SUBMITTER: | NICOLE BICKHAM |
| SIGNATURE: | /Nicole Bickham/ |
| DATE SIGNED: | 03/26/2019 |
| Total Attachments: 5 | |
| source=Assignment to Adventure Capital Partners, LLC#page1.tif | |
| source=Assignment to Adventure Capital Partners, LLC#page2.tif | |
| source=Assignment to Adventure Capital Partners, LLC#page3.tif | |
| source=Assignment to Adventure Capital Partners, LLC#page4.tif | |

ASSIGNMENT AGREEMENT

WHEREAS, BERKELEY RESEARCH GROUP, LLC, solely in its capacity as court-appointed receiver over the property of BETTER LIFE TECHNOLOGY, L.L.C, a Kansas limited liability company (“*Assignor*”), is the court-appointed receiver of the owner having the right, title, and interest in, to, and under the patents, patent applications, and the proprietary subject matter thereof identified in **Schedule A** attached hereto (the “*Inventions*”) which are Receivership Assets as defined under the AP Agreement (as herein defined) pursuant to that certain Order Appointing Receiver entered on or about August 30, 2018 in the District Court of Johnson County, Kansas, No. 18-CV-4721;

WHEREAS, ADVENTURE CAPITAL PARTNERS, LLC, a Kansas limited liability company (“*Assignee*”), pursuant to, and in accordance with, the Asset Purchase Agreement dated as of September 6, 2018 (the “*AP Agreement*”) between Assignor as Seller and Assignee as Purchaser (unless otherwise defined herein, terms defined in the AP Agreement are used herein as therein defined); and additionally in accordance with the Order and Decree Authorizing Sale of Receivership Property to the terms of the AP Agreement entered by the District Court September 19, 2018 (“*Sale Approval Order*”), Assignee shall acquire all of Assignor’s right, title and interest in and to the Inventions from Assignee and Assignor shall convey such rights, title, and interest in and to the Inventions to Assignee as set forth below;

NOW THEREFORE, on the date shown below, and for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor makes the following assignment to Assignee:

- 1) Assignor assigns, transfers, and conveys to Assignee its right, title, and interest in and to:
 - (a) the Inventions;
 - (b) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Inventions;
 - (c) all Letters Patents which may be granted for the Inventions in any country or countries foreign to the United States; and
 - (d) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.
- 2) Assignor authorizes Assignee to request that the Commissioner for Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or

similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Inventions or improvements.

- 3) Assignor agrees that, upon the request of the Assignee, Assignor will, at the sole cost and expense of Assignee:
 - (a) execute any all divisional and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Inventions or improvements;
 - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
 - (d) cooperate to the best of its ability in connection with any interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
 - (e) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.
- 4) Assignor assigns, transfers and conveys to Assignee, without recourse, representation, or warranty, express or implied, all of Assignors' right, title and interest in and to the Inventions.
- 5) Other than as specifically set forth in the AP Agreement, Assignor does not make, has not made, and hereby specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future related to the Inventions.
- 6) This Assignment is an absolute assignment.
- 7) Assignor states that as of the date of this Assignment Agreement, Assignor has not executed and will not execute any agreement in conflict with this Assignment Agreement.
- 8) This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

SCHEDULE A

I. U.S. Issued Patents

| Title | Patent Number | Issue Date |
|------------------------------------|---------------|----------------|
| PROTECTIVE FLOORING UNIT WITH FLAP | 7,045,194 | May 16, 2006 |
| FLOOR COVERING | D508,180 | August 9, 2005 |