## PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT
SEQUENCE:	2

## **CONVEYING PARTY DATA**

Name	Execution Date
GARY L. PELKEY	05/03/2019

## **RECEIVING PARTY DATA**

Name:	UNITED TERRA TECHNOLOGIES LLC
Street Address:	433 PAULA DRIVE S
Internal Address:	UNIT 45
City:	DUNEDIN
State/Country:	FLORIDA
Postal Code:	34698

## **PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	9677844

## CORRESPONDENCE DATA

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SCOTT C. RAND **Correspondent Name:** Address Line 1: 900 ELM STREET Address Line 2: P.O. BOX 326

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ATTORNEY DOCKET NUMBER:	110159
NAME OF SUBMITTER:	SCOTT C. RAND
SIGNATURE:	/Scott C. Rand/
DATE SIGNED:	05/03/2019

#### **Total Attachments: 5**

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## CONFIRMATORY PATENT ASSIGNMENT

This Confirmatory Patent Assignment ("Confirmatory Assignment"), dated as of May 3, 2019, is made by GARY L. PELKEY, of 328 Abel Road, Rindge, New Hampshire, 03461 (the "Assignor"), in favor of UNITED TERRA TECHNOLOGIES LLC, a Delaware limited liability company having an address of 433 Paula Drive S, Unit 45, Dunedin, FL 34698 (the "Assignee").

WHEREAS, the Patent Application Assignment attached at <u>ANNEX A</u> hereto (hereinafter, the "**Provisional Assignment**") was intended to transfer from the Assignor to STARKEY INDUSTRIES, LLC (hereinafter, "**Starkey**"), the entire right, title, and interest in and to United States provisional patent application Serial No. 61/773,315 filed March 6, 2013 (hereinafter, the "**Provisional Application**"), in the United States and any patent application in the United States or any other country which claims priority from the Provisional Application, and any patents issuing from any of the foregoing, including without limitation, United States nonprovisional patent application Serial No. 14/199,280 filed March 6, 2014 (hereinafter, the "**Nonprovisional Application**") and the United States patent issuing therefrom and identified in the accompanying <u>SCHEDULE A</u> (hereinafter, the "**Patent**").

WHEREAS, the Assignee is the purchaser of certain assets of Starkey, pursuant to a certain Asset Purchase Agreement, dated as of even date herewith, by and between Starkey and the Assignee, pursuant to which Starkey has conveyed, transferred, sold, and assigned to Assignee certain assets of Starkey, including without limitation, the Patent.

WHEREAS, it is the intent of the parties that the Assignee be the registered owner of the Nonprovisional Application and Patent, which claim priority from the aforementioned Provisional Application, and the parties wish to ensure that an effective assignment of the Nonprovisional Application and Patent is made from the Assignor to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to the extent that the Provisional Assignment has not already transferred rights, the Assignor does hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, the entire right, title, and interest in and to the Nonprovisional Application and Patent and the invention disclosed and claimed therein, any priority application (foreign or domestic) of the Patent, and all divisions, improvements, continuations, and continuations-in-part, thereof, and all Letters Patent of the United States of America which have been or may be granted thereon, and all reissues, reexaminations, substitutions, extensions, and renewals thereof, and all rights to claim priority on the basis thereof, and all applications for Letters Patent which may hereafter be filed for this invention in any country other than the United States of America and all Letters Patent which have been or may be granted on this invention in any country other than the United States of America, and all extensions, renewals, reissues, reexaminations, and substitutions thereof, together with all rights of action and recovery for past infringement thereof for the full term or terms for which such patents may be

granted as fully and entirely as the same would have been held and enjoyed by Assignor had this Confirmatory Assignment not been made. I hereby authorize and request the U.S. Patent & Trademark Office and any official of any country other than the United States of America whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to Assignee, its successors and assigns, in accordance with the terms of this Confirmatory Assignment.

Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Confirmatory Assignment, and has not executed and will not execute any agreement in conflict with this Confirmatory Assignment.

Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid Assignee, its successors and assigns, to obtain, enforce, and maintain proper patent protection for this invention or any improvements of this invention in the United States of America and any country other than the United States of America in Assignee.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date shown below.

GARY L. PEIKEY

Date

5-3-2019

Accepted and agreed to:

UNITED TERRA TECHNOLOGIES LLC

Name: MELISSA B. DUCLOS

Title: Manager

Date: 5 ~ 3 ~ 7.0\%

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## [Notarization Page to Confirmatory Patent Assignment]

State of: New Hampshire ) ) SS				
County of: Hillsborough )				
Personally appeared before me this day, the above named GARY L. PELKEY, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that he executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is his free act				
and deed.				
In testimony whereof, I have hereunto set my hand and affixed my seal this				
May, 2019.  Our Curry Public  Notary Public				
(Seal)				
CONSTANCE A. COPPINGER, Notary Public  My Commission Expires November 8, 2022				
State of: New Hampshire ) SS				
County of Hillsborough )				
Personally appeared before me this day, the above named MELISSA B. DUCLOS, in her capacity as Manager of United Terra Technologies LLC, to me personally known (or proved to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, who acknowledged that she executed the foregoing instrument for the uses and purposes therein mentioned, and that the same is her free act and deed.				
In testimony whereof, I have hereunto set my hand and affixed my seal this Hay of May, 2019.				

(Seal)

CONSTANCE A. COPPINGER, Notary Public iviy Commission Expires November 8, 2022

# SCHEDULE A

Patent No.	Title	Issue Date
US 9,677,844	Telescoping Baton with Improved Stopping and	June 13, 2017
	Shock Absorbing Assembly	

## ANNEX A

Docket No. 005241,00007

### PATENT APPLICATION ASSIGNMENT

The undersigned, as inventors named in the patent application identified herein (hereinafter the "Assignor(s)"), for good and valuable consideration, receipt of which is hereby acknowledged, do hereby sell, assign and transfer unto Starkey Industries, LLC, (hereinafter "the Assignee"), its successors and assigns, the entire right, title and interest throughout the world in the inventions and improvements which are the subject of an application filed in the United States Patent and Trademark Office, and identified as follows:

Serial No. 61/773,315, filed March 6, 2013

TELESCOPING BATON WITH IMPROVED STOPPING AND SHOCK ABSORBING ASSEMBLY

this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purpose; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models and design registrations and like rights of exclusion and for inventor's certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation, to perform such lawful acts and to sign such further applications, assignments, preliminary statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Assignor's Name:

Gary L. Pelkey

Home Address:

328 Able Road Rindge, NH 03461

Signature:

Date: