

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT5531654

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| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                           |
| <b>CONVEYING PARTY DATA</b>   |                                      |
| <b>Name</b>   | <b>Execution Date</b>                |
| TYLER HOLLAND   | 03/21/2019                           |
| <b>RECEIVING PARTY DATA</b>   |                                      |
| <b>Name:</b>  | OUTBOARD SPECIALTY TOOLS LLC         |
| <b>Street Address:</b>  | 402 CROSS STREET                     |
| <b>City:</b>  | CHARLESTON                           |
| <b>State/Country:</b>   | SOUTH CAROLINA                       |
| <b>Postal Code:</b>   | 29407                                |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                      |
| <b>Property Type</b>  | <b>Number</b>                        |
| Application Number:   | 16360689                             |
| <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> |                                      |
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| <b>Correspondent Name:</b>  | MORGAN MALINO                        |
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| <b>NAME OF SUBMITTER:</b>   | MORGAN MALINO                        |
| <b>SIGNATURE:</b>   | /Morgan Malino/                      |
| <b>DATE SIGNED:</b>   | 05/20/2019                           |
| <b>Total Attachments: 4</b>   |                                      |
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## PATENT APPLICATION ASSIGNMENT

This Patent Application Assignment (the "*Assignment*") is made and effective as of March 21, 2019 ("*Effective Date*") by and between Tyler Holland, an individual (the "*Inventor*") and Outboard Specialty Tools LLC, a limited liability company (the "*Assignee*"). The Inventor and the Assignee may be referred to individually as a "*Party*" or collectively as the "*Parties*."

### RECITALS

WHEREAS, the Inventor has invented a certain new and useful invention (the "*Invention*") and has applied for patents on the Invention on March 21, 2019, which is titled *Method for Filling a Nautical Hydraulic Steering System* and bears the United States Application No. or PCT International Application No. 16/360,589 (the "*Patent Application*"); and

WHEREAS, it is the Inventor's intention to assign and transfer to the Assignee all of its right, title, and interest in the Inventions and to the Patent Application; and

WHEREAS, the Assignee desires to acquire all of the Inventor's right, title, and interest in the Inventions and to the Patent Application and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### 1. ASSIGNMENT OF PATENT APPLICATIONS.

Effective as of the Effective Date and for good and valuable consideration, the receipt of which is hereby acknowledged, the Inventor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Inventor's right, title, and interest in and to the following, throughout the world:

- (a) the Invention and the Patent Application;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Invention and the Patent Application;
- (c) any and all registrations, corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and any divisions, continuations, continuations-in-part, conversions, and reissues of said Patent Application, and all rights and benefits under any applicable treaty or convention;
- (d) all income, royalties, and damages hereafter due or payable to the Inventor with respect to the Invention and Patent Application including, without limitation, damages and payments for past or future infringements of the any patent that is issued on such Invention and Patent Application; and
- (e) all rights to sue for past, present, and future infringements of the Invention and Patent Application.

## 2. AUTHORIZATION TO DIRECTOR.

The Inventor hereby authorizes and requests the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patent(s) resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has the full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith.

## 3. INVENTOR'S REPRESENTATIONS AND WARRANTIES.

The Inventor hereby represents and warrants to the Assignee that it:

- (a) has not assigned, transferred, licensed, pledged, or otherwise encumbered any invention or Patent Application or agreed to do so;
- (b) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (c) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Invention or Patent Application;
- (d) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (e) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the inventions purportedly assigned in Section 1.

The Inventor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

## 4. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Inventor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Inventor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

## 5. DOCUMENTATION.

The Inventor agrees to execute all papers necessary in connection with this Patent Application and any continuing, continuation-in-part, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The Inventor agrees to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The Inventor agrees to perform all affirmative acts which may be necessary to obtain and maintain a grant of (a) valid United States of America patent(s) or a grant of (a) valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The Inventor hereby grants the Assignee's legal representative the power to insert any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

## 6. NO FURTHER USE OF INVENTIONS.

After the Effective Date, the Inventor agrees to make no further use of the Inventions or any equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Inventor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions.

## 7. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

## 8. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

## 9. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**10. ENTIRE ASSIGNMENT.**

This Assignment constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**11. HEADINGS.**

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.


**INVENTOR**

TYLER HOLLAND

By:  \_\_\_\_\_

**ASSIGNEE**

OUTBOARD SPECIALTY TOOLS LLC

By:  \_\_\_\_\_  
Name: Tyler Holland  
Title: Member