

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5623819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR DANE WAGNER	07/08/2019
RECEIVING PARTY DATA	
Name:	POWER FLOW SYSTEMS, INC.
Street Address:	1585 AVIATION CENTER PARKWAY, SUITE 605
City:	DAYTONA BEACH
State/Country:	FLORIDA
Postal Code:	32114
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D579841
Patent Number:	6796402
CORRESPONDENCE DATA	
Fax Number:	(386)248-1587
<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:	1-386-253-8833
Email:	darren@powerflowsystems.com
Correspondent Name:	POWER FLOW SYSTEMS, INC
Address Line 1:	1585 AVIATION CENTER PARKWAY, SUITE 605
Address Line 4:	DAYTONA BEACH, FLORIDA 32114
NAME OF SUBMITTER:	DANE WAGNER II
SIGNATURE:	/dane wagner/
DATE SIGNED:	07/18/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
source=Attachment 1 - USPTO cover letter pat#page1.tif	
source=Attachment 2 - sales contract#page1.tif	
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Dane Wagner II
10088 Marmot Cir
Anchorage, AK 99515
907-444-4435

17 July 2019

USPTO team,

This document (attachment 1) is to support the assignment of two patents from Dane K Wagner, Sr (deceased) to Power Flow Systems, Inc.

Attachment 2 is a copy of pages 1, 2 (partial), 12, and 19 of an executed sales contract between sellers Dane K Wagner Sr Estate & Leading Edge Exhaust System Co, LLC (Dane Sr's company) and Power Flow Systems, Inc. This attachment is included to provide context, outline my authority to sell on behalf of Dane K Wagner Sr's Estate and demonstrate inclusion of the following patents in the sale:

- Design Patent #D579841, Exhaust Collector
- Patent #6796402, Muffler Having Isolated Dual Flow Baffle Structure

Attachment 3 is a copy of Letters of administration issued by the Superior Court of Alaska naming me executor of Dane K Wagner Sr's estate.

On the assignment application, I've prescribed that correspondence should be sent to Darren Tilman, President, Power Flow Systems, but if you have any questions for me regarding the reassignment, please give me a call.

Thank you,



Dane Wagner II

Manager / Registered Agent, Leading Edge Exhaust Systems
Personal Representative, Dane K Wagner Sr Estate

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of April 25, 2019 by and among LEADING EDGE EXHAUST SYSTEMS CO, LLC, a limited liability company organized under the laws of Alaska with a principal place of business 6250 Tuttle Place, #1, Anchorage AK 99507, ("Seller"), DANE WAGNER II, an individual with a residence at 10088 Marmot Cir Anchorage, AK, 99518 who is the duly appointed personal representative of DANE KING WAGNER, SR, the sole member of Seller (the "Member") who died on December 5, 2017 and who, pursuant to Letters of Administration dated January 8, 2018 by the Superior Court of the State of Alaska in Case No: 3AN-18-39PR, („Proceeding“), was named as the personal representative of the Estate of the Member („Representative“), and POWER FLOW SYSTEMS, INC., a with a principal place of business at 1585 Aviation Center Parkway, Suite 605, Daytona Beach, FL, 32114 ("Buyer"). Each of the parties named above may be referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings set forth in Article XI below.

RECITALS

WHEREAS Seller has been engaged in the business of the manufacture of aircraft exhaust systems (the "Business");

WHEREAS, subject to the terms and conditions set forth in this Agreement, the Seller, and Representative desire to sell to the Buyer, and the Buyer desires to acquire from the Seller, substantially all of the Seller's assets in the Business.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 — PURCHASE AND SALE OF PURCHASED ASSETS

Section 1.1 Purchased Assets and Excluded Assets.

(a) Purchased Assets. On the Closing Date, on the terms and subject to the conditions hereof and in consideration of the Purchase Price to be paid to the Seller by the Buyer, the Buyer will purchase and acquire from the Seller, and the Seller will sell, convey, assign, transfer and deliver to the Buyer, all of the Seller's right, title and interest in and to the assets, properties, rights and interests, of any kind and description (whether real, personal or mixed, tangible or intangible, or fixed, contingent or otherwise), to the assets of the Business summarized in Exhibit A (collectively, the "Purchased Assets"), free and clear of all Liens including, without limitation, the following regardless of whether specifically set forth on Exhibit A:

- (i) Such of the Seller's contract, supply and distribution arrangements, sales and purchase orders, service, maintenance, vendor and service agreements related to the Business as are set forth in Exhibit B hereto (the "Assigned Contracts")

- (ii) The Seller's STCs including: Cessna 180-210, Piper PA18, and Piper PA 12, and equipment identified on Exhibit A
- (iii) The welders, pressers rolls, cutters, sanders, saws, filler rods, and similar equipment listed on Exhibit A
- (iv) All of the Seller's Licenses and Permits, to the extent transferable;
- (v) All of the Seller's advertising, marketing and promotional materials and all other printed or written materials;
- (vi) All lists, records and other information pertaining to suppliers and customers (including customer lists, customer mailing lists and customer sales files), all lists, records and other information pertaining to accounts, personnel and referral sources,
- (vii) All of the trademarks, patents and any pending patents and all other Intellectual Property of the Business

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

SELLER/REPRESENTATIVE:

LEADING EDGE EXHAUST SYSTEMS CO, LLC
An Alaska Limited Liability Company

Dated: 25 April 2019

By: 
Dane Wagner II, Manager
Its: Manager

MEMBER (DANE KING WAGNER , SR.) (DECEASED)

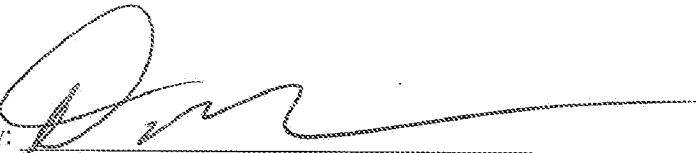
Dated: 25 April 2019

By: 
Dane Wagner II
Personal Representative of the Estate of Member

BUYER:

POWER FLOW SYSTEMS, INC.,

Dated: 25 April 2019

By: 
Darren Tilman, President

SCHEDULE 3.10

INTELLECTUAL PROPERTY

- Customer Lists including prior sales, expressions of interest, and product waiting lists
- www.wemakeyoufly.com website, domain, associated email address(es)
- Leading Edge Exhaust Systems FAA repair station documentation FG4R179M
- All STC/PMA drawings & engineering data, related US patent(s), PMCF 6796402, CMOD D579841
- All prototype parts, jigs, drawings and other related parts for work in development on other aircraft models such as the Maule 6 cylinder and other projects. It is agreed and understood that there are 3 identified "customer" engines in the shop that are not part of this transaction.
- "We Make You Fly" US Registered Trademark
- "Born to Perform" US Registered Trademark

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
AT _____

In the Matter of the Estate of:

DANE KING WAGNER SR
Person who Died (Decedent)
Date of Birth: 12/31/50

CASE NO. 3AN-18-39PR

****Leave This Page Blank for the Court to Fill Out****

LETTERS OF ADMINISTRATION BY COURT

(Court Opens Probate and Appoints a Personal Representative When There is No Will)

The appointed personal representative is: Dane Wagner

The personal representative is:

not supervised.

supervised. The personal representative shall not make any distribution of the estate or exercise the following powers without prior order of the court:

1/8/18
Date

[Signature]
Signature of Registrar or Judicial Officer¹

Gardner
Printed Name

Duly 1/9/18

¹ Informal appointment under AS 13.16.115 can be made by the registrar without hearing or notice. Formal appointment under AS 13.16.145 must be made by a judge after hearing and notice.

JAN 05 2018 09:07 50 AM