

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5921345

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | PARTIAL CONVEYANCE AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MICHAEL SIMMONS | 07/12/2019 |
| RECEIVING PARTY DATA | |
| Name: | DAVID MICHALSKI |
| Street Address: | 8110 EAST BOULEVARD DR |
| City: | ALEXANDRIA |
| State/Country: | VIRGINIA |
| Postal Code: | 22308 |
| Name: | ELIF MICHALSKI |
| Street Address: | 8110 EAST BOULEVARD DR |
| City: | ALEXANDRIA |
| State/Country: | VIRGINIA |
| Postal Code: | 22308 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Patent Number: | 9685054 |
| Patent Number: | 9754466 |
| Patent Number: | 10309596 |
| CORRESPONDENCE DATA | |
| Fax Number: | (703)940-1142 |
| <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: | 7039661167 |
| Email: | gmitchell@juneaumitchell.com |
| Correspondent Name: | WILLIAM GRAY MITCHELL |
| Address Line 1: | 1727 KING STREET |
| Address Line 2: | #300 |
| Address Line 4: | ALEXANDRIA, VIRGINIA 22314 |
| ATTORNEY DOCKET NUMBER: | MICHALSKI 1 |
| NAME OF SUBMITTER: | WILLIAM G MITCHELL |

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| SIGNATURE: | / William G Mitchell / |
| DATE SIGNED: | 01/21/2020 |
| Total Attachments: 6 source=Contract for Sale of Patents 10 Percent#page1.tif source=Contract for Sale of Patents 10 Percent#page2.tif source=Contract for Sale of Patents 10 Percent#page3.tif source=Contract for Sale of Patents 10 Percent#page4.tif source=Contract for Sale of Patents 10 Percent#page5.tif source=Contract for Sale of Patents 10 Percent#page6.tif | |

CONTRACT FOR SALE OF PATENTS AND OTHER
DESIGNS WITHOUT PATENT PROTECTION

THIS CONTRACT made this 12th day of July, 2019, by and between: Mike Simmons (hereinafter "Simmons" or "Seller" and David Michalski and Elif Michalski (hereinafter collectively "Michalski" or Buyer").

WHEREAS, Simmons is the majority owner of various U.S. Patents, including but not limited to US Patent No. 10,309,596 BE (lighting/switch apparatus); US Patent No. 9,754,466 B2 (guidance indicator); and US Patent No. 9,685,054 B2 (mounting bracket); (hereinafter collectively called "Patents"); and

WHEREAS, Simmons has developed a planter design, evacuation system, and a bracket design for retrofitting recessed lights with LED type bulbs, a smoke detector ring, various light bulb designs with features such as adjustable wattage and lumens (hereinafter collectively called "Non-Patented Concepts"); and

WHEREAS, Michalski is interested in purchasing an ownership interest in the Patents and the Non-Patented Concepts; and

WHEREAS, Simmons is willing to sell an interest in the Patents and Non-Patented Concepts upon the terms and conditions contained in this Agreement.

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WITNESSETH:

NOW THEREFORE, the parties agree as follows:

1. Buyer will purchase a 5% interest in the Patents for \$20,000.00 (hereinafter "Purchase Price"). Purchase Price shall be paid as follows: \$5000.00 upon Seller's execution of this Agreement with consecutive \$5000.00 payments every two weeks thereafter until paid in full. The first payment was paid in full on 7/10/2019. The second payment is due on 7/24/2019. The third payment is due on 8/7/2019. The final payment is due on 8/21/2019. If Michalski fails to make any payments, then this agreement will become null and void. Buyer's ownership interest in the Patents shall be memorialized by a registration filed in the U.S. Patent Office showing David Michalski as a co-owner. Michalski shall be responsible for the costs of registering notice of ownership with the Patent Office. Michalski's ownership interest shall include any future patents related to the above referenced Patents and any modifications or amendments to the Patents made by Simmons and to any software developed by or for Simmons to use or incorporate into any patented product or into any evacuation system or similar warning system. With the percentage interest in the Patents he has purchased, Michalski shall be entitled to the same percentage interest of any revenue derived from the Patents from any source.

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2. Included in the Purchase Price shall be the right to 50% of any income received from any product derived from the Non-Patented Concepts. Income includes revenue derived from any licensing or sale of the Non-Patented Concepts and includes any advances paid to Simmons or any entity owned directly or indirectly by Simmons. In the event any Non-Patented Concept receives a patent, Michalski shall have a 50% ownership interest in any resulting patent related to the non-patented concepts.

3. Michalski will put forth his best efforts to assist Simmons in negotiating with Johnson Controls or any other company interested in the above referenced patents and will receive 10% of any amounts generated by said patents. Said negotiation efforts by Michalski may include utilizing and paying for the skills and knowledge of Joe Ceronni or any other attorney or person who Michalski believes to be qualified to assist in market research and negotiations related to the patents.

4. Simmons covenants to keep Michalski advised regarding any potential opportunities to license the Patents and Non-Patented Concepts. The parties agree to cooperate and use best efforts to promote the licensing of the Patents and Non-Patented Concepts. The parties acknowledge that Simmons and Michalski will have to both execute any licensing agreement(s) and shall not withhold approval unreasonably.

5. Michalski shall have the option to purchase up to an additional 5% interest (for a maximum total interest of 10%) in the Patents for \$20,000.00. Payment terms shall be

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mutually agreed to at the time Michalski notifies Simmons of their intention to purchase any additional interest in the Patents. In the event Simmons decides to sell any portion of his interest in the Patents to a third party, he shall give Michalski the first right of refusal to purchase the interest offered for sale on the same terms and conditions offered to any third party. Michalski shall then have 30 days to purchase the interest offered for sale after receipt of written notice from Simmons.

6. Seller warrants to Buyer that he has good title to the Patents free from encumbrances and liens, that there are no other parties with an interest in the Patents and that no licensing agreements have been entered into for the Patents. Seller also warrants to Buyer that he has not entered sold or assigned or agreed to sell or assign his ownership interest in the Patents or Non-Patented Concepts except as provided by this Contract. Seller's warranty of good title shall survive the settlement on the purchase of the interest in the Patents as specified in this Agreement.

7. In the event additional funds are needed to renew the Patents or to develop any product based upon the Patents, Michalski may provide funding for this purpose either in exchange for additional percentage of ownership interest in the Patents or may advance the necessary funds for same to be repaid from any licensing agreements obtained or products (developed from the Patents) sold, at Michalski's option.



8. In the event the Patents are infringed by any third party, Michalski may advance funds for commencement of legal action against any patent infringer and bring such legal actions in his name for the benefit of all owners of the Patents. In such case, Michalski shall be entitled to 60% of any damages obtained plus costs and expenses incurred. In the event that any judgment for damages cannot be collected, then Michalski shall be entitled to reimbursement from the owners of the Patents and shall have a lien against the Patents for the reasonable costs incurred to defend and protect the Patents.

9. The parties may not assign their interest in the Patents or Non-Patented Concepts without giving the other party the first right of refusal to purchase the interest on the same terms and conditions as offered to any third party.



10. The parties to this contract agree that the forum for any dispute shall be the appropriate state or federal court in Virginia.

11. Notice information for each party is as follows:

If to Mike Simmons:

Address: 16022 Tiffany Lane, Haymarket, VA 20169.
e-mail: mbrightlights@gmail.com
Phone: 571-262-9254

If to David and Elif Michalski:


Address: 8110 East Boulevard Dr., Alexandria, VA 22308.
e-mail: Dave@fairfaxrealty.com
Phone: 703-585-8660

WITNESS the following signature(s) and seal(s);



Mike Simmons, Seller

Date: July 12th 2019



David Michalski, Buyer

Date: 7/12/19

 7/12/19

Elif Michalski, Buyer

Date:

