

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6040436

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the OMISSION OF TWO ADDITIONAL PROPERTIES FROM THE ORIGINAL PATENT ASSIGNMENT COVER SHEET previously recorded on Reel 027711 Frame 0494. Assignor(s) hereby confirms the ASSIGNMENT OF THE IDENTIFIED PATENTS PER SECTION 4 OF THE ATTACHED AGREEMENT.	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MIKE MILLER	03/01/2008
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TIE BOSS LLC	
<b>Street Address:</b>	861 EAST HENNEPIN AVENUE	
<b>City:</b>	MINNEAPOLIS	
<b>State/Country:</b>	MINNESOTA	
<b>Postal Code:</b>	55414	
<b>PROPERTY NUMBERS Total: 2</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	7735809
	Patent Number:	D572099
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(513)241-8259	
<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>		
<b>Phone:</b>	(513) 629-9498	
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<b>Correspondent Name:</b>	MICHAEL L. IANNITTI	
<b>Address Line 1:</b>	150 EAST FOURTH STREET	
<b>Address Line 2:</b>	4TH FLOOR	
<b>Address Line 4:</b>	CINCINNATI, OHIO 45202	
<b>ATTORNEY DOCKET NUMBER:</b>	MFYV9YJ9	
<b>NAME OF SUBMITTER:</b>	MICHAEL L IANNITTI	
<b>SIGNATURE:</b>	/Michael L Iannitti/	
<b>DATE SIGNED:</b>	03/31/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 6</b>		

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## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MIKE MILLER	03/01/2008
RECEIVING PARTY DATA	
Name:	TIE BOSS LLC
Street Address:	861 EAST HENNEPIN AVENUE
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55414
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12712997
Patent Number:	7428769
CORRESPONDENCE DATA	
Fax Number:	(612)492-7077
Phone:	612-492-7000
Email:	kpietruszewski@fredlaw.com, ip@fredlaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Thomas R. Hipkins
Address Line 1:	200 South Sixth Street
Address Line 2:	Suite 4000
Address Line 4:	Minneapolis, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	56526.1.1.2
NAME OF SUBMITTER:	Thomas R. Hipkins
Total Attachments: 5 source=MillerAssignment#page1.tif source=MillerAssignment#page2.tif source=MillerAssignment#page3.tif source=MillerAssignment#page4.tif source=MillerAssignment#page5.tif	

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## TECHNOLOGY TRANSFER AGREEMENT

### 1. DATE OF AGREEMENT

THIS AGREEMENT (the "Agreement") is dated effective as of \_\_\_\_\_ day of March, 2008 ("the Effective Date"), by and between Tie Boss LLC, a Minnesota limited liability company having its principal place of business at 861 East Hennepin Avenue, Minneapolis, Minnesota 55414 (the "Company") and Mike Miller ("Miller").

### 2. RECITALS

- 2.1 Paul R. Maire ("Maire") and Norston Fontaine ("Fontaine") have been engaged in research and development relating to Technology (as defined in Section 3.1 of this Agreement). During the course of this research and development, Fontaine and Maire have generated subject matter disclosed in the Patents (as defined in Section 3.2 of this Agreement). Fontaine and Maire are named as co-inventors on the Patents.
- 2.2 The Company has acquired Maire's interest in the Patents by assignment agreements dated June 27, 2007 and April 8, 2008. Those assignment agreements were recorded with the U.S. Patent & Trademark Office ("PTO") on January 17, 2008 and April 8, 2008, respectively. Copies of the assignment agreements are attached as Exhibits A and B to this Agreement.
- 2.3 Miller has acquired Fontaine's interest in the Patents by an agreement dated April 13, 2009. This agreement was recorded with the PTO on December 28, 2009 at Reel/ Frame 023707/0044. A copy of this agreement is attached as Exhibit C to this Agreement.
- 2.4 Miller and the Company believe that it is in their mutual best interest for Miller to transfer all of his rights, title, and interest in the Patents to the Company in exchange for the consideration detailed below.
- 2.5 The parties wish to set forth their understandings in writing.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

### 3. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

**3.1 "TECHNOLOGY"** shall mean tie downs or tie down technology and shall include devices, apparatuses and/or systems for enabling the tie down of lines, ropes, elastic cables, etc. Technology shall also include all other accessories, parts, and components that can reasonably be used in connection with tying down lines, ropes, elastic cables, etc, including without limitation the lines, ropes, elastic cables, etc. themselves; hooks or other securing elements; pulleys; and other applications that incorporate block-and-tackle systems. Technology shall also include all processes, methods, and techniques involving the tie down of lines, ropes, elastic cables, etc.

**3.2 "PATENTS"** shall mean the following, each of which are within the Technology:

- U.S. Patent Application No. 60/627,428, titled "Tie Down Tensioning Device," filed on November 8, 2004.
- U.S. Patent Application No. 11/269,288, titled "Tie Down Tensioning Device," filed on November 8, 2005 (now U.S. Patent No. 7,428,769).
- U.S. Patent Application No. 29/286,580, titled "Tie Down Tensioning Device," filed on May 11, 2007 (now U.S. Patent No. D572,099).
- U.S. Patent Application No. 12/198,286, titled "Tie Down Tensioning Device," filed on August 26, 2008.

Patents shall also include the following patent applications relating to a pulley apparatus:

- U.S. Patent Application No. 61/042,333, titled "Pulley," filed on April 4, 2008.
- U.S. Patent Application No. 12/418,842, titled "Pulley," filed on April 6, 2009.
- Canadian Patent Application No. 2,661,424, titled "Pulley," filed on April 6, 2009.

Fontaine was first thought to be a co-inventor on the pulley-related applications, but on closer inspection it was determined that he did not contribute to the conception of any claimed features. Accordingly, neither Miller nor the Company believe that Fontaine ever had any ownership rights and privileges in the pulley-related applications, but to the extent that he did, Miller acquired them from Fontaine, and they fit within the definition of Patents set forth in this section.

Patents shall also include any patent or patent application (U.S., foreign, or international) that claims priority in whole or in part to one of the above-mentioned patents/applications, including any divisionals, continuations, and continuations-in-part thereof. Patents shall also include any patents that may issue from any of the above-mentioned patent applications.

#### 4. GRANT

Miller hereby grants to the Company all of his ownership rights and privileges to the Patents. A Patent Assignment duly executed by Miller is attached to this Agreement as Exhibit D.

#### 5. CONSIDERATION

#### 6. GENERAL PROVISIONS.

**6.1 Legal Counsel.** Miller acknowledges that he has been advised to seek legal counsel in connection with forming this Agreement. Further, Miller acknowledges that he has been notified that Fredrikson & Byron, which prepared the initial draft of this Agreement, is legal counsel to the Company.

**6.2 Merger and General Release.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. Miller and the Company mutually agree that any and all claims either party may have against the other regarding their respective rights in the Technology and/or the Patents are fully merged in and otherwise released and discharged by this Agreement, and that the only claims which either party may hereafter

assert against the other will be derived from the alleged breach of this Agreement.

- 6.3** Waiver, Modification or Amendment. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or of any effect unless made in writing, signed by the party(ies) to be bound and specifying with particularity the nature and extent of such waiver, modification or amendment.
- 6.4** Parties in Interest. This Agreement shall inure to the benefit of and shall be binding upon the parties and their successors and assigns; provided, however, that Miller may not assign or delegate any right or obligation hereunder, in whole or in part, without the prior written consent of the Company.
- 6.5** Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- 6.6** Governing Law/Disputes. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota. The Parties shall endeavor to resolve all disputes peaceably among themselves. However, in the event that the Parties are unable to achieve such resolution, the Parties hereby agree to have such disputes resolved by arbitration under the then current Rules of the American Arbitration Association. A neutral third party arbitrator will be selected by the Parties, unless the Parties agree otherwise. The parties to any such arbitration shall share the associated arbitration costs equally.
- 6.7** Severability. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not in any way affect the validity or enforcement of the remaining provisions hereof.
- 6.8** Further Assurances. Each of the parties to this Agreement agrees to act in a manner consistent with the provisions of this Agreement, and further agrees to enter into and execute such further agreements, certificates and instruments as may be reasonable or appropriate to effectuate the terms of this Agreement.

*[Rest of Page Intentionally Left Blank – Signature Page Follows]*

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first above written.

Date: \_\_\_\_\_

TIE BOSS LLC

By: COO

Its:

Mike Miller

Date: \_\_\_\_\_

MIKE MILLER

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