506048214 05/06/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6094928

SUBMISSION TYPE:		NEW ASSIGN	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMEN	ASSIGNMENT			
CONVEYING PARTY	′ DATA	·				
		Name		Execution Date		
IRA D. MCCAULEY					05/17/2018	
MOMARSH, INC.					05/17/2018	
RECEIVING PARTY	DATA					
Name:		N OUTDOORS, LLC	>			
Street Address:	2800 A	2800 ADAMS ST.				
Internal Address:	SUITE	SUITE B				
City:	PADU	PADUCAH				
State/Country:	KENTI	KENTUCKY				
Postal Code:	42001					
Property Ty	pe	Num	ber			
Property Ty	pe	Num	ber			
Property Ty Application Number		Num 16229510	ber			
	:		ber]		
Application Number	:		ber			
Application Number CORRESPONDENC Fax Number: Correspondence with	: E DATA II be sent to	16229510 (205)254-1999 o the e-mail address	s first; if that is ur			
Application Number CORRESPONDENC Fax Number: Correspondence wi using a fax number,	: E DATA II be sent to	16229510 (205)254-1999 o the e-mail address	s first; if that is ur			
Application Number CORRESPONDENC Fax Number: Correspondence with	: E DATA II be sent to	16229510 (205)254-1999 o the e-mail address d; if that is unsucce	s first; if that is ur ssful, it will be se			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wi</i> <i>using a fax number,</i> Phone:	: E DATA Il be sent to if provideo	16229510 (205)254-1999 o the e-mail address d; if that is unsucce 205-254-1036	s first; if that is un ssful, it will be se			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wir using a fax number,</i> Phone: Email:	: E DATA Il be sent to if provideo	16229510 (205)254-1999 5 the e-mail address 1; if that is unsucce 205-254-1036 tebbert@maynardco	s first; if that is un ssful, it will be se poper.com WNING			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wi</i> <i>using a fax number,</i> Phone: Email: Correspondent Nam	: E DATA Il be sent to if provideo	16229510 (205)254-1999 5 the e-mail address 1; if that is unsucce 205-254-1036 tebbert@maynardcc C. BRANDON BROM	s first; if that is un ssful, it will be se poper.com WNING			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wil using a fax number,</i> Phone: Email: Correspondent Nam Address Line 1:	: E DATA Il be sent to if provideo	16229510 (205)254-1999 5 the e-mail address 6; if that is unsucce 205-254-1036 tebbert@maynardcc C. BRANDON BROM 1901 SIXTH AVENU	s first; if that is un ssful, it will be se poper.com WNING JE NORTH			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wil using a fax number,</i> Phone: Email: Correspondent Nam Address Line 1: Address Line 2:	E DATA Il be sent to if provideo	16229510 (205)254-1999 o the e-mail address d; if that is unsucce 205-254-1036 tebbert@maynardco C. BRANDON BROM 1901 SIXTH AVENU SUITE 2400	s first; if that is un ssful, it will be se poper.com WNING JE NORTH			
Application Number CORRESPONDENC Fax Number: <i>Correspondence wil using a fax number,</i> Phone: Email: Correspondent Nam Address Line 1: Address Line 2: Address Line 4:	E DATA Il be sent to if provided ne:	16229510 (205)254-1999 5 the e-mail address 6 if that is unsucce 205-254-1036 tebbert@maynardcc C. BRANDON BROW 1901 SIXTH AVENU SUITE 2400 BIRMINGHAM, ALA	<i>s first; if that is ur</i> <i>ssful, it will be se</i> ooper.com WNING JE NORTH BAMA 35203			
Application Number CORRESPONDENC Fax Number: Correspondence wil using a fax number, Phone: Email: Correspondent Nam Address Line 1: Address Line 2: Address Line 4:	E DATA Il be sent to if provided ne:	16229510 (205)254-1999 5 the e-mail address d; if that is unsucce 205-254-1036 tebbert@maynardcc C. BRANDON BROW 1901 SIXTH AVENU SUITE 2400 BIRMINGHAM, ALA 23333.0001	<i>s first; if that is ur</i> <i>ssful, it will be se</i> oper.com WNING JE NORTH BAMA 35203			

source=assignment-pat-46751-291#page3.tif

source=assignment-pat-46751-291#page4.tif source=assignment-pat-46751-291#page5.tif source=assignment-pat-46751-291#page6.tif source=assignment-pat-46751-291#page7.tif

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "ASSIGNMENT AGREEMENT") is made effective as of the 17th day of May, 2018 (the "Effective Date") by and among:

Ira D. McCauley ("**ASSIGNOR**") an individual of the full age of majority, domiciled in the State of Missouri, with a mailing address of 16 White River Lane, Defiance, Missouri, 63341;

MOmarsh, Inc. ("SELLER") a business corporation, validly existing and duly incorporated under the laws of the State of Missouri, with a mailing address of 16 White River Lane, Defiance, Missouri 63341, represented herein by Ira McCauley, its duly authorized director, sole shareholder, and President;

and

55 55 5³

Higdon Outdoors, LLC ("**ASSIGNEE**"), a limited liability company, validly existing and duly organized under the laws of the Commonwealth of Kentucky, with a mailing address of 2800 Adams Street, Suite B, Paducah, Kentucky 42001, represented herein by John Higdon, its duly authorized Agent.

For good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR, SELLER, and ASSIGNEE (sometimes collectively or individually referred to as the PARTIES or a PARTY) hereby agree as follows:

Assignment Agreement

Page 1 of 7

The "PATENT RIGHTS" shall mean the patents and patent applications set forth in Exhibit A.

The PARTIES are entering into an "Asset Purchase Agreement" of even date. The present ASSIGNMENT AGREEMENT is intended to memorialize with greater particularity some of the rights and obligations of the PARTIES under the Asset Purchase Agreement. This ASSIGNMENT AGREEMENT and the Asset Purchase Agreement are intended to complement one another; and both shall be given full force and effect. Where an otherwise irreconcilable difference may exist between the two, the present ASSIGNMENT AGREEMENT AGREEMENT and the Asset Purchase Agreement, but only to the extent necessary to resolve the difference.

ASSIGNOR hereby assigns all ASSIGNOR's right, title, and interest in the PATENT RIGHTS to ASSIGNEE.

SELLER hereby assigns all of SELLER's right, title, and interest in the PATENT RIGHTS to ASSIGNEE.

ASSIGNOR hereby ratifies all past and future assignments of any or all of the PATENT RIGHTS made by ASSIGNOR in favor of SELLER, or made by ASSIGNOR in favor of ASSIGNEE, or made by SELLER in favor of ASSIGNEE.

SELLER hereby ratifies all past and future assignments of any or all of the PATENT RIGHTS made by SELLER in favor of ASSIGNEE, or made by ASSIGNOR in favor of SELLER, or made by ASSIGNOR in favor of ASSIGNEE.

Each PARTY represents and warrants that he/it has granted no interest in the PATENT RIGHTS to any person or entity other than the PARTIES to the present AGREEMENT. Each party represents and warrants that he/it has no obligations (contractual or otherwise) inconsistent with the present ASSIGNMENT AGREEMENT.

Assignment Agreement

Page 2 of 7

SELLER and ASSIGNEE jointly and severally represent and warrant that, as of the Effective Date, all right, title, and interest in the PATENT RIGHTS in all countries shall be held solely by ASSIGNEE.

ASSIGNOR and SELLER further agree, on their own behalf and on behalf of their respective heirs, executors, administrators, successors, assigns, and nominees, to execute and deliver without further consideration any further applications, assignments, and documents, and to perform such acts as they lawfully may, that may be deemed reasonably necessary by ASSIGNEE, its successors, assigns, and nominees (at ASSIGNEE's expense), fully to secure ASSIGNEE's interest as aforesaid and to obtain or maintain Letters Patent in any and all countries.

ASSIGNOR and SELLER jointly and severally represent and warrant that, as of the Effective Date, neither ASSIGNOR nor SELLER holds any interest in any patent applications or patents in any countries, other than the PATENT RIGHTS defined in Exhibit A. To the extent any such additional patent applications or patents do exist as of the Effective Date, such rights are included in the present ASSIGNMENT AGREEMENT, and ASSIGNOR and SELLER shall each, promptly and without further consideration, execute such additional documents as ASSIGNEE may reasonably request to secure ASSIGNEE's interest in such rights.

The Director of the United States Patent and Trademark Office, and all foreign counterparts to the Director, are authorized and requested to record title to the PATENT RIGHTS to ASSIGNEE, as the assignee of the entire interest therein.

Assignment Agreement

Page 3 of 7

The assigned rights include the right to sue for all past and future infringements.

In witness whereof, the parties have executed this ASSIGNMENT AGREEMENT on the dates set forth below, effective as of the Effective Date set forth above.

IRA D. McCAULEY Ira D. McCauley

Date: May 171, 2018

STATE OF ______SSOURT PARISH / COUNTY OF <u>St. Charles</u>

On this <u>1</u>day of May, 2018, before me personally appeared Ira D. McCauley, known by me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, on the day and year aforesaid.

[Seal]

Notary Public Nountree

RITA M. ROUNTREE Notory Public, Notory Seal State of Missouri Warren County Commission # 15175932 My Commission Expires April 20, 2019 Printed Name of Notary

<u>15 / 7 59 3 2</u> Bar Roll / Notary Number

My Commission expires April 20 2019.

Assignment Agreement

Page 4 of 7

MOmarsh, ING 184 By: Ira D. McCauley, President

STATE OF Misson PARISH/COUNTY OF St. Charles

Date: May <u>17</u>, 2018

On this $272^{t/t}$ day of May, 2018, before me personally appeared Ira D. McCauley, who is known by me to be the person described in and who executed the foregoing instrument, and who represented that he is authorized to execute this document on behalf of MOmarsh, Inc., and that MOmarsh, Inc. acknowledges that MOmarsh, Inc. executes the same as its free act and deed, on the day and year aforesaid.

[Seal]

RITA M. ROUNTREE Notary Public, Notary Seal State of Missouri Warren County Commission # 15175932 My Commission Expires April 20, 2019

Notary Public

Rita M. Rowfree Printed Name of Notary

15/75932 Bar Roll / Notary Number

My Commission expires April 20 2019.

Assignment Agreement

Page 5 of 7

HIGDON OUTDOORS, LLC

Date: May / 7, 2018

Assignment Agreement

By: John Higdon, Authorized Agent

STATE OF Kentucky PARISH/COUNTY OF McCracker

On this <u>/</u>⁷ day of May, 2018, before me personally appeared John Higdon, who is known by me to be the person described in and who executed the foregoing instrument, and who represented that he is authorized to execute this document on behalf of Higdon Outdoors, LLC, and that Higdon Outdoors, LLC acknowledges that Higdon Outdoors, LLC executes the same as its free act and deed, on the day and year aforesaid.

Roberta S. Morse_ Ditary Public

Notary Public ROBERTIA SHELBY MORSE

Printed Name of Notary エクージGフクヨン

Bar Roll / Notary Number

My Commission expires

Page 6 of 7

EXHIBIT A



 McCauley, "Layout Blind with Adjustable Leg Support and Foldable Flap Support," United States patent number 9,717,233, issued August 1, 2017

 McCauley, "Combination Ground Blind, Water Blind and Transportation Crate," United States patent number 9,259,094, issued February 16, 2016

 McCauley, Portable Hunting Blind," United States patent number 9,072,290, issued July 7, 2015

Corresponding Rights Included:

The "PATENT RIGHTS" shall also include all right, title, and interest in any patent application or patent that is not specifically listed above, and that is held by ASSIGNOR or SELLER in any country, including: all corresponding 'parent' applications (including provisional, nonprovisional, or international applications); all corresponding 'offspring' applications (including divisionals, continuations, continuations-in-part, reissues, and extensions); and all letters patent that may issue from any of the above in any country; and also including all rights to claim any priority rights to which such PATENT RIGHTS are entitled under international conventions, treaties, or otherwise.

Assignment Agreement

Page 7 of 7

PATENT REEL: 052593 FRAME: 0116

RECORDED: 05/06/2020