

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6170339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DOUG SHADLEY	06/22/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SCHAFFERT MANUFACTURING COMPANY, INC.
<b>Street Address:</b>	71495 ROAD 397
<b>City:</b>	INDIANOLA
<b>State/Country:</b>	NEBRASKA
<b>Postal Code:</b>	69034
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16113701
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)629-3450
<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>	(303) 629-3400
<b>Email:</b>	docket.denver@dorsey.com
<b>Correspondent Name:</b>	DORSEY & WHITNEY LLP
<b>Address Line 1:</b>	1400 WEWATTA STREET
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<b>ATTORNEY DOCKET NUMBER:</b>	P218721.US.06
<b>NAME OF SUBMITTER:</b>	BENJAMIN COLE
<b>SIGNATURE:</b>	/Benjamin Cole/
<b>DATE SIGNED:</b>	06/24/2020
<b>Total Attachments: 4</b>	
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SCHAFFERT MANUFACTURING  
71495 RD 397  
Indianola, NE 69034  
308.364.2607

June 22nd, 2010

Doug Shadley  
122 N 5th Street  
Indianola, NE 69034

Re: Agreement Related to Fertilizer Disc

Dear Doug,

This letter sets out the agreement ("Agreement") between you ("Shadley") and Schaffert Manufacturing Company ("Schaffert") for the fertilizer disc technology and associated Patent Rights. In exchange for your assignment to Schaffert of any rights you may have in the fertilizer disc technology and for your agreement to assist in the development of further enhancements of the fertilizer disc products, Schaffert will pay you a royalty for each fertilizer disc unit sold. The Effective Date of this Agreement is June 22, 2010. Please review this letter and if you find the terms acceptable, please sign and date both copies and send one to Schaffert. The second copy is for you to keep for your records.

The terms of the Agreement are as follows:

**Definitions**

Patent Rights means the fertilizer disc technology claimed in U.S. Patent Application Nos. 61/016,386, 61/118,217 and 12/341,978 and any patents issuing therefrom, including but not limited to the fertilizer disc technology as it may be adapted to other OEM brands.

**Assignment of Rights**

As of the Effective Date, Shadley hereby assigns, transfers and sells to Schaffert any and all of his right, title and interest in and to the Patent Rights. For no further consideration, Shadley

agrees to execute and deliver to Schaffert the necessary or appropriate documents to give Schaffert all right, title and interest to the Patent Rights or that Schaffert may reasonably require to effectively convey and transfer those rights, including without limitation, the execution of an assignment to the Patent Rights.

**Further Obligation of Shadley**

**Royalties Payable to Shadley**

**Confidentiality**

Shadley and Schaffert will treat (and will direct their employees, counsels, auditors and representatives to treat) the contents of this Agreement as confidential and will not disclose the contents to a third party without the written consent of the other party, except as necessary for the enforcement of the Agreement or as required by law; provided, however, that either party has the right to disclose this Agreement or any of its contents to its accountants, legal and financial advisors, customers and suppliers, and actual or potential licensors, licensees, investors or acquirers that have agreed to hold the Agreement's terms in confidence or as reasonably required to effect the transactions contemplated by, or enforce a party's rights contained in, the Agreement.

**Patent Prosecution**

Schaffert is solely responsible for filing, prosecuting, maintaining and abandoning the Patent Rights and any and all costs related thereto at its sole discretion.

Shadley agrees that such decisions may cause the termination of any royalty payments due under this Agreement. However, if Schaffert decides to abandon prosecution of the Patent Rights, Schaffert will provide written notice to Shadley and will continue to make royalty payments (if a Product is still being sold) to Shadley for two years from the date the written notice of intent to abandon the Patent Rights was sent to Shadley.

**Patent Infringement**

Both Shadley and Schaffert will promptly give the other notice of any known or suspected infringement of the Patent Rights. Both Shadley and Schaffert will then consult and cooperate fully to determine an appropriate course of action in response to the infringement. Schaffert and Shadley will share in any recovery on an infringement of the Patent Rights as follows:

- the party that initiated and prosecuted the action will recoup all of its costs and expenses incurred in connection with the action;
- the other party will then, to the extent possible, recover its costs and expenses incurred in connection with the action; and
- any amount remaining will be allocated evenly between the parties.

**Adverse Claims Against Schaffert**

**Term and Termination**

Shadley acknowledges and agrees that, as of the date of execution of an assignment of the Patent Rights, the Patent Rights are the sole and exclusive property of Schaffert. Termination or expiration of this Agreement shall have no effect upon the assignment of Patent Rights.

**Miscellaneous**

Sincerely,

SCHAFFERT MANUFACTURING  
COMPANY

By: Paul Schaffert  
Title: President

Agreed and accepted this 27<sup>th</sup> day of  
June, 2010 by:

  
DOUG SHADLEY