

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6468608

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR. REX DARLINGTON	12/21/2020
RECEIVING PARTY DATA	
Name:	DARTON ARCHERY, LLC
Street Address:	148 BLUFFS COURT
City:	CANTON
State/Country:	GEORGIA
Postal Code:	30114
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9909832
CORRESPONDENCE DATA	
Fax Number:	(262)785-0162
<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:	262-785-0160
Email:	donersler@att.net
Correspondent Name:	DONALD J. ERSLER
Address Line 1:	1165 TERRACE DRIVE
Address Line 4:	ELM GROVE, WISCONSIN 53122
ATTORNEY DOCKET NUMBER:	4221
NAME OF SUBMITTER:	DONALD J. ERSLER
SIGNATURE:	/Donald J. Ersler/
DATE SIGNED:	12/24/2020
Total Attachments: 4	
source=Assignment Of Darlington Patents 4221#page1.tif	
source=Assignment Of Darlington Patents 4221#page2.tif	
source=Assignment Of Darlington Patents 4221#page3.tif	
source=Assignment Of Darlington Patents 4221#page4.tif	

PATENT PURCHASE AGREEMENT

This Patent Purchase Agreement (the "Agreement") is entered into and effective as of the Effective Date by and between Rex Darlington, an individual (Seller), and Darton Archery LLC, a Georgia limited liability company ("Buyer"). The parties hereby agree as follows:

1. BACKGROUND

- 1.1. Seller owns United States Patents as listed on Schedule 2.
- 1.2. Seller wishes to sell to Buyer all right, title, and interest in the Seller's Patents including all enforcement rights.
- 1.3. Buyer wishes to purchase from Seller all right, title, and interest in such the Seller's Patents free and clear of any restrictions, liens, claims, and encumbrances other than as specified below in Section 4.3.

2. DEFINITIONS

"Affiliate" means any Entity, wherever organized, that controls, is controlled by, or is under common control of a party to this Agreement. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract, or otherwise.

"Assigned Patent Rights" means the Seller's Patent and the additional rights set forth in Section 4.2.

"Effective Date" is the date of Buyer's signature on the signature line of this Agreement.

"Entity" means any person, corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof), or any other legal entity.

"Seller's Patent(s)" as defined above, includes all patents listed on Schedule 2.

"Prosecution Files" means all files, documents, and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance, and registration of the Seller's Patents, and such files, documents, and tangible things constituting, comprising, or

relating to the assertion or enforcement of the Seller's Patents to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Seller's Patents.

3. DELIVERY AND PAYMENT

- 3.1. **Delivery.** Seller will send to Buyer, at its own expense, the items identified on Schedule 1 (the "Deliverables") within ten (10) calendar days following the Effective Date.
- 3.2. **Purchase Price and Payment.** The purchase price is _____ and shall be paid by Buyer to Seller on the Effective Date by Buyer's execution and delivery to Seller of Buyer's Promissory Note in the form attached to this Agreement as Schedule 3.2 Buyer may record assignments with any applicable patent offices only on or after the Effective Date.

4. TRANSFER OF PATENTS AND ADDITIONAL RIGHTS

- 4.1. **Assignment of Patents.** Upon the Effective Date, Seller hereby sells, assigns, transfers, and conveys to Buyer all right, title, and interest in and to the Seller's Patents.
- 4.2. **Assignment of Additional Rights.** Upon the Effective Date, Seller hereby also sells, assigns, transfers, and conveys to Buyer all right, title, and interest in and to all:
- 421. inventions, invention disclosures, and discoveries described in the Seller's Patents to the extent that such inventions, invention disclosures, and discoveries could be claimed in any of the Seller's Patents; and
 - 422. causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Seller's Patents, including, without limitation, all causes of action and other enforcement rights for (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current, and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Seller's Patents and/or any of the foregoing.
- 4.3. **Existing Licenses.** The transfers of the Assigned Patent Rights pursuant to Section 4.1 and 4.2 are subject to any existing licenses and covenants not to sue executed prior to the Effective Date that are binding Seller and on successors to the applicable Patents ("Existing Licenses"); any and all such Existing Licenses and the entities to which they apply are identified on Schedule 2 hereunder. Other than the license grants and covenants not to sue described in the preceding sentence, Buyer will not assume the obligations under such existing licenses of, and covenants not to sue on, the Patents.

5. ADDITIONAL OBLIGATIONS

deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

- 7.10. **Agreement Non-Transferable.** The Seller may not assign or otherwise transfer this Agreement, or any rights or obligations under this Agreement, to any third party without the prior written consent of Buyer.
- 7.11. **Miscellaneous.** This Agreement, including its schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement. No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following Schedules are attached hereto and incorporated herein: Schedule 1 (entitled "Deliverables"), Schedule 2 (entitled "Seller's Patents"), Schedule 3 (entitled "Existing Licenses"), Schedule 4 (entitled Enforcement Activities), and Schedule 5 (entitled "Other Actions").
- 7.12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, intending to be legally bound, the parties have executed this Patent Purchase Agreement as of the execution date set forth below.

Darton Archery LLC:

By: Randy Kith
Name: Randy Kith
Title: President
Date: 12/21/2020

Rex Darlington:

By: Rex Darlington
Name: Rex Darlington
Title: President
Date: 12/21/2020

SCHEDULE 2

List of United States Patents

PAT. NO.	Search Title: Crossbows
1 10,145,642	Archery bow (assigned to Seine Outdoor, Oneida Bows)
2 9,909,832	Dry-fire safety for crossbow
3 9,599,426	Crossbow with improved rail and arrow slot
4 9,121,658	Compound archery bow with synchronized cams and draw stop
5 8,978,634	Crossbow with improved rail and arrow slot
6 8,826,894	Compound archery bow
7 8,662,061	Crossbow with improved bolt retaining spring
8 6,990,970	Compound archery bow
9 6,516,790	Single-cam compound archery bow
10 5,884,614	Crossbow with improved trigger mechanism

Search Title: Archery

1 <u>10,145,642</u>	<u>Archery bow</u>
2 <u>10,048,038</u>	<u>Cable slider for archery bow</u>
3 <u>9,121,658</u>	<u>Compound archery bow with synchronized cams and draw stop</u>
4 <u>8,826,894</u>	<u>Compound archery bow</u>
5 <u>8,714,143</u>	<u>Compound archery bow</u>
6 <u>8,662,062</u>	<u>Compound archery bow</u>
7 <u>8,627,811</u>	<u>Compound archery crossbow</u>
8 <u>8,534,269</u>	<u>Compound archery bow with replaceable draw length adjustment modules</u>
9 <u>8,387,603</u>	<u>Compound archery bow with intermediate cable pulleys (Assigned to Mathews, Darton has cross licensing rights at no cost.)</u>