

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6765719

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	COURT ORDER
<b>RESUBMIT DOCUMENT ID:</b>	506531630

## CONVEYING PARTY DATA

Name	Execution Date
ROY L FOX JR	08/08/2014

## RECEIVING PARTY DATA

<b>Name:</b>	PHYLLIS E FOX
<b>Street Address:</b>	1130 MARKET ST
<b>Internal Address:</b>	P.O. BOX 143
<b>City:</b>	PARKERSBURG
<b>State/Country:</b>	WEST VIRGINIA
<b>Postal Code:</b>	26102

## PROPERTY NUMBERS Total: 19

Property Type	Number
Patent Number:	9720078
Patent Number:	9399514
Patent Number:	8979031
Patent Number:	8851426
Patent Number:	8864080
Patent Number:	8313063
Patent Number:	8210479
Patent Number:	8186624
Patent Number:	8096509
Patent Number:	8083184
Patent Number:	8033507
Patent Number:	7967254
Patent Number:	7699268
Patent Number:	7264205
Patent Number:	7261258
Patent Number:	6994295
Patent Number:	6843451
Patent Number:	6290177

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	6220547

**CORRESPONDENCE DATA**

**Fax Number:** (412)325-3324  
*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.*

**Phone:** 4123251115  
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**Correspondent Name:** WILLIAM P. SMITH  
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**Address Line 2:** 301 GRANT ST  
**Address Line 4:** PITTSBURGH, PENNSYLVANIA 15219

<b>ATTORNEY DOCKET NUMBER:</b>	027331.0001
<b>NAME OF SUBMITTER:</b>	WILLIAM P. SMITH
<b>SIGNATURE:</b>	/William P. Smith/
<b>DATE SIGNED:</b>	06/16/2021

**Total Attachments: 24**  
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**IN THE FAMILY COURT OF WOOD COUNTY, WEST VIRGINIA**

**IN RE THE MARRIAGE OF:**

**PHYLLIS E. FOX,**  
Petitioner,

**CIVIL ACTION NO. 13-D-707**

**vs.**

**ROY L. FOX, JR.,**  
Respondent.

**FINAL DIVORCE ORDER**

The above referenced action came for an uncontested final hearing on the 23rd day of May, 2014, before the Honorable **C. DARREN TALLMAN**, Judge of the Family Court of Wood County, West Virginia, in his chambers, in the Donald F. Black Judicial Annex, 313 Market Street, Parkersburg, Wood County, West Virginia.

The Petitioner, **PHYLLIS E. FOX**, appeared in person and by counsel, **GINNY CONLEY**. The Respondent, **ROY L. FOX, JR.**, appeared in person and by counsel, **RICHARD A. BUSH**.

Pursuant to the provisions of §51-2-8(c) of the Code of West Virginia, as amended, the testimony adduced at the uncontested final hearing was electronically recorded.

**FINDING OF FACTS**

Upon the corroborated testimony, under oath, adduced by and on behalf of the parties and upon exhibits offered, your Family Court Judge reports the following findings which the Court hereby adopts:

1. The Petitioner and the Respondent were duly and legally married in Wood County, West Virginia, on the 28<sup>th</sup> day of March, 1981.

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D.B. No. 219  
PAGE 17

**AUG 11 2014**

CAROLE JONES  
CLERK CIRCUIT COURT

2. That both the Petitioner and Respondent are citizens of the United States of America; that both the Petitioner and Respondent are *bona fide* residents of Wood County, West Virginia, and had been such a resident for a period of more than one year next preceding the commencement of the above referenced civil action.

3. That the Petitioner and Respondent last lived together as husband and wife in Wood County, West Virginia on or about the 31<sup>st</sup> day of July, 2013.

4. Neither the Petitioner nor the Respondent is a member of the Armed Forces of the United States of America on active duty.

5. Neither the Petitioner nor the Respondent is an infant, an incompetent person or an incarcerated convict.

6. That in her verified Petition for Divorce the Petitioner alleged that since the marriage of the parties, irreconcilable differences had arisen and currently exist between them, making a continuation of their marriage relationship undesirable, unendurable and impossible.

7. That in his verified Answer, the Respondent admitted that since the marriage of the parties, irreconcilable differences have arisen and currently exist between the parties, making a continuation of their marriage relationship undesirable, unendurable and impossible.

8. That at the uncontested final hearing each of the parties testified that since their marriage irreconcilable differences have arisen and currently exist between them, making a continuation of their marriage relationship undesirable, unendurable and impossible.

9. That no children were born as issue of the marriage of the parties.

10. The Petitioner is not now pregnant.

11. That at the uncontested final hearing, the Petitioner and Respondent testified that they have reached a comprehensive compromise and settlement concerning all matters

potentially at issue in the above referenced action; the parties have heretofore entered into a written Agreement dated the 23rd day of May, 2014, concerning their various personal and property rights and duties; that said written Agreement is fair, equitable and reasonable; that the parties entered into said Agreement of their own free will, without fraud, duress, or undue influence; that said written Agreement was marked for identification as "Joint Exhibit "A," and was admitted into evidence at said uncontested final hearing, and is incorporated hereby by reference.

12. That the Petitioner desires to retain her married name of **PHYLLIS E. FOX**.

#### CONCLUSIONS OF LAW

Based upon the foregoing Findings of fact, the Family Court hereby concludes as follows:

1. That the jurisdiction and venue of the above-referenced civil action properly lie in the Family Court of Wood County, West Virginia.
2. That since the marriage of the parties, irreconcilable differences have arisen and currently exist between them, making a continuation of their marriage relationship undesirable, unendurable, and impossible.
3. That the parties should be awarded a divorce from each other from the bonds of matrimony upon the grounds of irreconcilable differences.
4. That the written Agreement of the parties admitted into evidence as "Joint Exhibit A" should be ratified, confirmed and approved by the Family Court; that said written Agreement should be made an Order of the Family Court as to Paragraphs Nos. 7 through 23 thereof; and, that said paragraphs should be set forth verbatim in the Judgment of the Court.
5. That the Petitioner should retain her married name of **PHYLLIS E. FOX**.

### JUDGMENT OF THE COURT

Based upon the foregoing Findings of Fact and Conclusions of Law, it is therefore **ORDERED** and **ADJUDGED** that the parties shall be and they are hereby, divorced from each other, and that the marriage heretofore celebrated between them shall be and the same is hereby, dissolved and ended.

It is further **ORDERED** and **ADJUDGED** that the written Agreement of the parties admitted into evidence as "Joint Exhibit A" shall be, and the same is hereby, ratified, confirmed and approved by the Family Court, and that Paragraph Nos. 7 through 23 of said written Agreement shall be, and the same are hereby, made an Order of the Family Court, as set forth verbatim herein:

" 7. **PERSONAL PROPERTY:** The Wife shall have as her exclusive, sole and separate property all personal property, furniture, fixtures, and all other items set forth below, free and clear of any ownership claim of the Husband:

**Porch:** Glider, Fiberglass, Five Ft, Matching Pair; Hotpoint Refrigerator; Metal Frame Chairs, swivel type with footstools (pair); Metal construction rocker, slat back; Metal frame table, small size; Cosco brand, aluminum stepladder, six ft size; one (1) storage box, Keter brand, plastic, large capacity; Storage Cabinets, some wood and some plastic, six cabinets; Buffet, mahogany, breakfront style, 1940s vintage; Misc. lamp, storage shelves, radio, rugs, Print, Storage Boxes, Luggage, general misc.

**Living room:** Oreck brand standard upright and small hand vac; Video Player, Toshiba brand, DVD/VHS player; Figurines some; One recliner; Table set, Cherry construction, coffee & end tables; Table Lamps, Metal Base, tall; Baskets, Longaberger brand, six; Clock, Camel-back Mantel type; Quilt & Rack; Space Heater -- one; Misc. candles & Candle Stands, Knick-knacks, Stone-ware, Magazine Stand, Fenton Basket, Figurines, small lamp, misc.

**Kitchen & Dining Rooms:** Mixer -- Kitchen Aid brand; Cuisinart Coffee Maker, Toaster, Crock Pot & Griddle; Misc. pots, pans, utensils, flatware, glassware, plasticwares, Corning ware, general Kitchenwares (one-half);

Longaberger baskets; Collectibles on top of kitchen cabinets: teapots, stoneware, Aluminum Cannisters, lunch box, aluminum wares, pop bottles, tins, fruit jars milk jugs; Dinnerware -- possible some; Server, Cherry Construction; Cabinet, cherry, Tall & Narrow.

**Bedroom & Stairway:** Lamp Table, Cherry construction, tall; Stands, small size, two; Table Lamp, Hurricane style; Table Lamp, Wrought Metal base; Rocking chair, antique style; Television, Samsung 22"; Baskets, Longaberger; Misc.: Figurines, small table lamp, Clock, Boxes, Candles, Pottery Knick-knacks, CDs Stool; Candle Stand, Stairway, Dark cherry with Pedestal base; Table, Cherry construction; Misc. Glass & Candle & Battery Clock.

**Office & Laundry:** File Cabinet, Lateral Type; Banker's Lamp, Antique style; Hall Seat, cherry construction; Dolls, Middleton brand (3); Rocking Horse; Miniatures; Baskets, Longaberger; Lamp, Antique style metal gooseneck; Misc. Mirror, Knick-knacks, craft box, stoneware, CD player; Ironing Board, Antique; Sewing Machine, Antique; Print, basket on cabinet by P.E. Campanelli.

**Bedrooms #2 & #3:** Bedroom Suite, Durham, NC mfr., maple, tall post bed, dresser with oval mirror and nightstand; Lamp stand, cherry, Lamp, tall metal base with rose decorated shade; Misc. Bed steps, knick-knacks, Bird House, Print, Stuffed Animals; Computer System, Older Gateway Tower, HP Monitor, newer HP Printer and old HP Fax; Office Chair; Mirror, sculptured cherry frame; Sad Iron, antique.

**Attic Area:** Table set, maple table with synthetic top and six slat-back chairs; one Shop Vac; Misc. Boxed Christmas Decorations; Carpet Section.

**Outbuildings:** Corn Grinder, Antique, single ear type; one step ladder, Werner brand; one blower vac; 6 standard Card Table chairs; 5 plastic folding utility tables; Wheat Cradle, antique; Metal frame Park Benches.

**Outside Areas:** One Weedeater, Stihl; Farm Wagon, Antique; Disc & Planter, International Harvester, Antique; Plow, antique, small walk behind.

The Husband shall have as his exclusive, sole and separate property all other personal property, furniture, fixtures, and all other items as set forth on the appraisal prepared by Patrick L. Cummings, dated May 1, 2014, a copy of which is attached hereto, free and clear of any ownership claim by the Wife.

The Husband shall have as his exclusive, sole and separate property those certain Parachutes as set forth in the appraisal prepared by Michael Marthaller, dated March 5, 2014, attached hereto, free and clear of any ownership claim by the Wife.

The Husband shall also have the exclusive and sole possession and ownership of the 2010 Kawasaki ATV, the 2009 Kubota Tractor and the 2012 Kubota Tractor, free and clear of any ownership claim by the Wife.

The Wife shall have as her exclusive, sole and separate property the 2010 Kawasaki ATV, free and clear of any ownership claim by the Husband.

The division of all tangible personal property is made pursuant to the equitable distribution of the assets of the parties.

8. **VEHICLES:** The Wife shall have the exclusive, sole, separate use, possession and ownership of the 2004 Mercedes C Class automobile and the 2004 Chevrolet Tahoe SUV and shall hereafter pay all taxes, insurance and license fees associated with said automobiles. The Husband shall have the exclusive, sole, separate use, possession and ownership of the 1995 Chevrolet S-10 Truck, the 1998 Chevrolet 2500 Truck and the 2001 Chevrolet S-10 Truck and shall hereafter pay all taxes, insurance and license fees associated with said automobiles. The provisions herein shall be construed to be made pursuant to the equitable distribution of the assets and debts of the parties.

After the date of separation of the parties, the Wife traded the above referenced 2004 Mercedes C Class automobile for a 2009 Cadillac CTS automobile and received an advance from the parties joint Huntington Bank line of credit in the amount of \$25,000.00 to pay for said automobile. The Husband agrees, as part of Wife's equitable distribution, to assume said \$25,000 debt and save the Wife harmless therefrom.

9. **REAL ESTATE:** The Wife shall forthwith convey unto the Husband all of her right, title and interest in and to the former marital domicile situate in Harris District, Wood County, West Virginia, having a mailing address of ~~Belleville, West Virginia~~ Belleville, West Virginia, consisting of a home, pole building and two parcels of approximately 25 acres (reserving unto the Wife, for her lifetime,  $\frac{1}{2}$  of oil, gas and minerals underlying said real estate, if any). This conveyance is made by the Wife for and in the consideration of the mutual covenants contained in this agreement, the receipt of which is hereby acknowledged, and the Wife herewith assigns unto the Husband any and all rights and privileges she has, has had, and might otherwise have had, in the future, in said 25 acre tract of real estate herein described, except as noted above. The Wife shall execute a Quit-Claim Deed to be prepared by the Wife's counsel. The Husband agrees to pay all of the joint obligation of the



parties to Huntington Bank secured by said real estate and to pay all real estate taxes and insurance on said real estate when the same become due and save the Wife harmless therefrom.

The Husband shall, forthwith convey unto the Wife all of his right, title and interest, in and unto that jointly owned real estate situate in Lubeck District, Wood County, West Virginia, containing approximately 4 acres (including oil, gas and minerals), and having a mailing address of [REDACTED] [REDACTED], West Virginia. This conveyance is made by the Husband for and in the consideration of the mutual covenants contained in this agreement, the receipt of which is hereby acknowledged, and the Husband herewith assigns unto the Wife any and all rights and privileges he has, has had, and might otherwise have had, in the future, in said 4 acre tract of real estate herein described. The Husband shall execute a Quit-Claim Deed to be prepared by the Husband's counsel. The Wife agrees to pay all the real estate taxes and insurance on said real estate when the same become due and save the Husband harmless therefrom.

The Wife shall forthwith execute, acknowledge and deliver a Quit-Claim deed conveying unto the Husband all interest in the oil, gas and minerals in and underlying that certain 35 acre tract situate in Harris District, Wood County, West Virginia, which was conveyed unto the parties by deed of record in the Office of the Clerk of the County Commission of Wood County, West Virginia, in Deed Book 1191, at page 462, which Deed shall be prepared by Wife's counsel. The Husband agrees to pay the real estate taxes assessed on the interest in and to said oil, gas and minerals and save the Wife harmless therefrom. This conveyance is made by the Wife for and in the consideration of the mutual covenants contained in this agreement, the receipt of which is hereby acknowledged, and the Wife herewith assigns unto the Husband any and all rights and privileges she has, has had, and might otherwise have had, in the future, in said oil gas and minerals in and underlying said 35 acre tract of real estate herein described, said Quit-Claim Deed to be prepared by the Wife's counsel. The Husband agrees to pay all the real estate taxes for the 2014 tax year and thereafter for said oil, gas and mineral interests and save the Wife harmless therefrom.

The provisions herein shall be construed to be made pursuant to the equitable distribution of the assets and debts of the parties.

10. **CHECKING ACCOUNTS:** The Wife shall have the exclusive possession and ownership of [REDACTED] of the Huntington Bank Savings Account # [REDACTED] (divided pre-separation), and all the Peoples Bank Checking Account [REDACTED], the Chase Premier Account [REDACTED], the West Virginia Central Credit Union Checking Account and the West Virginia Central Credit Union Savings Account, free and clear of any ownership claim by the Husband. The

provisions herein are made pursuant to the equitable distribution of the assets of the parties.

The Husband shall have the exclusive possession and ownership of \$[REDACTED] from the Huntington Bank Savings Account [REDACTED] (divided pre-separation), and all the BB&T Checking Account [REDACTED], The BB&T Checking Account [REDACTED], the BB&T Checking Account [REDACTED], the BB&T Savings Account [REDACTED], the Huntington Bank checking Account [REDACTED], The Chase Bank Checking Account [REDACTED], and the Chase Bank Checking Account [REDACTED], free and clear of any ownership claim by the Wife. The provisions herein are made pursuant to the equitable distribution of the assets of the parties.

11. **RETIREMENT ACCOUNTS:** The Wife shall have the exclusive possession and ownership of her IRA Account with River Cities Financial Services, LTD, free and clear of any ownership claim by the Husband. The provisions herein are made pursuant to the equitable distribution of the assets of the parties.

The Husband shall have the exclusive possession and ownership of his IRA Account with River Cities Financial Services, LTD, free and clear of any ownership claim by the Wife. The provisions herein are made pursuant to the equitable distribution of the assets of the parties.

12. **LIFE INSURANCE:** The Wife shall have the exclusive possession and ownership of the State Farm Life Insurance Policy, upon her own life, free and clear of any ownership claim by the Husband. The Husband shall forthwith execute, acknowledge and deliver to the Wife all instruments incident and necessary for transfer and ownership of said policy.

The provisions herein are made pursuant to the equitable distribution of the assets of the parties.

The Husband shall have the exclusive possession and ownership of his State Farm Life Insurance Policy, free and clear of any ownership claim by the Wife. The provisions herein are made pursuant to the equitable distribution of the assets of the parties.

13. **DEBTS:** Incident to equitable distribution, the Husband shall assume the joint obligation of the parties to BB&T secured by the BB&T Savings Account [REDACTED], make all payments thereon, as the same become due; and shall save the Wife harmless therefrom.

The parties each agree that the Wife pays the amount for the appraisal conducted by Patrick Cummings of the personal property of the parties and for one half (1/2) of the appraisal conducted by Michael Marthaller of the parachutes of the parties and for the appraisal conducted by Mullenix & Richards of the real estate of the parties. The provisions herein are made pursuant to the equitable distribution of the assets and debts of the parties.

14. **BUSINESS:** The Husband shall have exclusive ownership and possession of that certain West Virginia limited liability company known as Fox Parachute Services, LLC, which shall include the BB&T Account [REDACTED], the 2007 Chevy Silverado Truck and the computer equipment, free and clear from any ownership claim by the Wife.

15. **PATENTS:** Husband currently is the holder of fifteen (15) patents as listed on the attached Exhibit "1". The parties agree that if any of the listed patents become profitable now or in the future, the profits and/or proceeds realized from any of said patents shall be shared equally by the parties. Respondent agrees to give Petitioner one hundred twenty (120) days written notice, in advance, of his intent to allow any of said patents to lapse.

16. **FREQUENT FLYER MILES:** The parties agree that the Husband will transfer 155,975 of his Delta Airlines Frequent Flier miles to the Wife and execute any and all documents necessary to do so. The Husband shall retain the remainder of said frequent flier miles.

17. **CASH EQUALIZATION:** Incident to equitable distribution, the Husband shall pay to the Wife the sum of [REDACTED] in cash as an equalization payment upon surrender of the premises situate at [REDACTED], West Virginia.

18. **TAXES:** The parties agree that the Respondent gave to the Petitioner the sum of [REDACTED] over and above any amounts set forth herein

for spousal support, equitable distribution or cash equalization, in order to induce the Petitioner to file a joint 2013 tax return with the Respondent, resulting in a substantial tax savings to the Respondent

19. **SPOUSAL SUPPORT:** That incident to spousal support, the Husband agrees to pay the Wife the amount of \$[REDACTED]0 per month, said payment to begin on the 1st day of June 2014, and to continue in like amount each and every month thereafter, for a term and period of twenty four (24) months, or until the Husband dies or the Wife sooner dies. Beginning on the first day of June 2016 the Husband agrees to pay the Wife the amount of [REDACTED] per month, said payment to begin, and to continue in like amount each and every month thereafter, or until the Husband dies, the Wife remarries, engages in a defacto marriage or sooner dies. There shall be no modification of this Agreement and/or the Final Order in this matter pertaining to this Agreement of the parties, insofar as the issue of spousal support obligation is concerned prior to June 1, 2015. After June 1, 2015 and until June 1, 2016, the Husband may file a Motion requesting a reduction of said spousal support obligation pursuant to the law and the circumstances of the parties. After June 1, 2016 either party may file a motion to modify the spousal support obligation of the Husband pursuant to the law and the circumstances of the parties.

The Husband hereby waives any and all right or entitlement to receive spousal support from the Wife which he may have, now, or in the future. No court shall have jurisdiction to modify the permanent and irrevocable waiver of spousal support by the Husband.

The Husband agrees to pay the spousal support for the month of June 2014 in the total amount of [REDACTED] with [REDACTED] paid as income from the Wife's employment with Fox Parachute, LLC and less the cost of medical insurance currently provided through the Wife's employment with Fox Parachute LLC for the Wife.

20. **LEGAL FEES:** Each party shall pay and be responsible for their own attorney's fees and costs incurred herein by them.

21. **EQUITABLE DISTRIBUTION:** The division of all marital assets and debts herein shall be considered equal for equitable distribution purposes, irrespective of whether or not the same is equal or exactly equal. Both parties waive any right in the future to have any assets appraised or reviewed for value, acknowledging they have had that right and opportunity heretofore.

22. **AFTER ACQUIRED PROPERTY:** Except as in this Agreement provided, any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so

acquiring the same, and each of the parties hereby respectively grant to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

23. **VOLUNTARY EXECUTION:** The parties acknowledge this Agreement and the terms thereof to be fair, just and equitable, and both parties voluntarily enter into this Agreement freely and not as a result of any fraud or duress. The parties acknowledge that they understand that they have the absolute right to obtain advice of independent counsel of their choice, with respect to this Agreement, their legal rights with respect to this marriage, and that they have had the opportunity to obtain such advice by counsel prior to executing and acknowledging this Agreement. The parties acknowledge in the instant case that Ginny Conley represents the Wife and her interest and not the Husband, and that Richard A. Bush represents the Husband and his interest and not the Wife. The parties acknowledge that they may not return to Court and ask for modification of this Agreement after executing the same except upon the grounds of fraud and duress and they may not return to Court and ask for modification merely as a result of change in circumstances or change in heart after executing the same, except as set forth in Paragraph 18 above."

That it is further **ORDERED** that the Petitioner shall be, and she shall hereby retain her married name of **PHYLLIS E. FOX**.

Pursuant to the provisions of §48-14-403 of the Code of West Virginia, as amended, and upon good cause shown, it is further **ORDERED** that the provisions of §48-14-401 of the Code of West Virginia, as amended, shall be, and the same are hereby, waived, insofar and insofar only as said statute would require immediate withholding of the spousal support obligation from the wages of the Respondent; however, income withholding shall forthwith commence upon request of either party to the Bureau for Child Support Enforcement.

Pursuant to the Rules of Practice and Procedure for Family Law, Rule 22(c), effective January 1, 2002, the parties are hereby notified as follows:

- (1) That this **FINAL DIVORCE ORDER** is a final order.


(2) That any party aggrieved by the final order may take an appeal either to the Circuit Court of Wood County or directly to the West Virginia Supreme Court of Appeals.

(3) That a Petition for Appeal to the Circuit Court of Wood County may be filed by either party within thirty (30) days after entry of this Final Divorce Order.

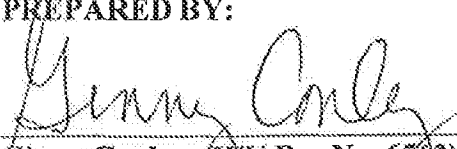
(4) That in order to appeal directly to the West Virginia Supreme Court of Appeals both parties must file, within fourteen (14) days after entry of this Final Divorce Order, a joint notice of the intent to appeal and waiver of right to appeal to Circuit Court of Wood County.

Pursuant to the provisions of Rule 22(a) of the West Virginia Rules of Practice and Procedure for Family Court, as amended, it is further **ORDERED** that the Clerk of this Court shall be, and she is hereby directed to provide certified copies of this Order to all counsel of record.

ENTERED this 8th day of <sup>August</sup>~~June~~, 2014.

  
C. DARREN TALLMAN  
Family Court Judge

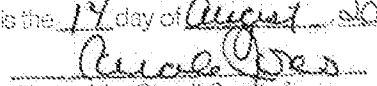
PREPARED BY:

  
Ginny Conley, (WV Bar No. 6563)  
CONLEY LAW OFFICE, PLLC  
610 Market Street, Suite 3  
Parkersburg, WV 26101  
Counsel for Petitioner

STATE OF WEST VIRGINIA  
COUNTY OF WOOD, TO-WIT:

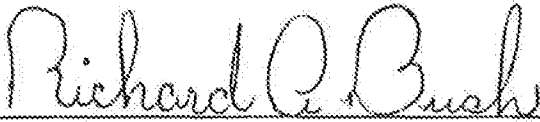
I, CARDIE JONES, Clerk of the Circuit Court of Wood County, West Virginia, hereby certify that the foregoing is a true and complete copy of an order entered in said Court, on the 11 day of August, 2014, as fully as the same appears to the record.

Given under my hand and seal of said Circuit Court, this the 14 day of August, 2014.

  
Cardie Jones  
Clerk of the Circuit Court of  
Wood County, West Virginia

By:  Deputy

APPROVED BY:

A handwritten signature in cursive script, reading "Richard A. Bush". The signature is written in dark ink and is positioned above a horizontal line.

Richard A. Bush (WVBar No. 561)

P. O. Box 1348

Parkersburg, WV 26102

*Counsel for Respondent*

## SEPARATION AGREEMENT

**THIS SEPARATION AGREEMENT**, made this the 23rd day of May, 2014, by and between **PHYLLIS E. FOX**, Party of the First Part, hereinafter referred to as the Wife; and **ROY L. FOX, JR.**, Party of the Second Part, hereinafter referred to as the Husband.

**WHEREAS**, irreconcilable differences have arisen between the parties hereto which have resulted in the parties living separate and apart since the 31st day of July, 2013; and,

**WHEREAS**, no children were born as issue of the marriage; and no other children are expected; and,

**WHEREAS**, it is the mutual desire of the parties hereto to adjust, terminate and settle all rights, interests and obligations between them and to obtain a full, complete and final separation agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements herein contained in full, complete and final settlement, adjustment and compromise of any interest of the other, the parties hereby agree as follows:

**1. PURPOSE OF AGREEMENT:** It is the mutual desire of the parties to enter into a full and complete settlement of all right, title and interest which each may have in the property or estate of the other, and to make provisions for the payment of their debts. The Wife has filed a divorce action in the Family Court of Wood County, West Virginia, Civil Action No. 13-D-707, and both parties do hereby request ratification, confirmation and approval of the terms of this Agreement by the Court in full and complete settlement of all right, title and interest which each may have in the property or the estate of the other, as provided for by the Code of West Virginia.



**REDACTED**

**Exhibit A: Separation Agreement**

**Pages 2-8**

14. **BUSINESS:** The Husband shall have exclusive ownership and possession of that certain West Virginia limited liability company known as Fox Parachute Services, LLC, which shall include the BB&T Account [REDACTED], the 2007 Chevy Silverado Truck and the computer equipment, free and clear from any ownership claim by the Wife.

15. **PATENTS:** Husband currently is the holder of fifteen (15) patents as listed on the attached Exhibit "1". The parties agree that if any of the listed patents become profitable now or in the future, the profits and/or proceeds realized from any of said patents shall be shared equally by the parties. Respondent agrees to give Petitioner one hundred twenty (120) days written notice, in advance, of his intent to allow any of said patents to lapse.

16. **FREQUENT FLYER MILES:** The parties agree that the Husband will transfer 155,975 of his Delta Airlines Frequent Flier miles to the Wife and execute any and all documents necessary to do so. The Husband shall retain the remainder of said frequent flier miles.

17. **CASH EQUALIZATION:** Incident to equitable distribution, the Husband shall pay to the Wife the sum of \$[REDACTED]0 in cash as an equalization payment upon surrender of the premises situate at [REDACTED], West Virginia.

18. **TAXES:** The parties agree that the Respondent gave to the Petitioner the sum of [REDACTED] over and above any amounts set forth herein for spousal support, equitable distribution or cash equalization, in order to induce the Petitioner to file a joint 2013 tax return with the Respondent, resulting in a substantial tax savings to the Respondent.

19. **SPOUSAL SUPPORT:** That incident to spousal support, the Husband agrees to pay the Wife the amount of \$[REDACTED] per month, said payment to begin on the 1st day of June 2014, and to continue in like amount each and every month thereafter, for a term and period

of twenty four (24) months, or until the Husband dies or the Wife sooner dies. Beginning on the first day of June 2016 the Husband agrees to pay the Wife the amount of [REDACTED] per month, said payment to begin, and to continue in like amount each and every month thereafter, or until the Husband dies, the Wife remarries, engages in a defacto marriage or sooner dies. There shall be no modification of this Agreement and/or the Final Order in this matter pertaining to this Agreement of the parties, insofar as the issue of spousal support obligation is concerned prior to June 1, 2015. After June 1, 2015 and until June 1, 2016, the Husband may file a motion requesting a reduction of said spousal support obligation pursuant to the law and the circumstances of the parties. After June 1, 2016 either party may file a motion to modify the spousal support obligation of the Husband pursuant to the law and the circumstances of the parties.

The Husband hereby waives any and all right or entitlement to receive spousal support from the Wife which he may have, now, or in the future. No court shall have jurisdiction to modify the permanent and irrevocable waiver of spousal support by the Husband.

The Husband further agrees to pay the spousal support for the month of June 2014 in the total amount of \$[REDACTED] with [REDACTED] paid as income from the Wife's employment with Fox Parachute, LLC and less the cost of medical insurance currently provided through the Wife's employment with Fox Parachute LLC for the Wife.

**20. LEGAL FEES:** Each party shall pay and be responsible for their own attorney's fees and costs incurred herein by them.

**21. EQUITABLE DISTRIBUTION:** The division of all marital assets and debts herein shall be considered equal for equitable distribution purposes, irrespective of whether or not the same is equal or exactly equal. Both parties waive any right in the future to have any

assets appraised or reviewed for value, acknowledging they have had that right and opportunity heretofore.

**22. AFTER ACQUIRED PROPERTY:** Except as in this Agreement provided, any and all property acquired by either of the parties hereto from and after the date hereof shall be the sole and separate property of the one so acquiring the same, and each of the parties hereby respectively grant to the other all such future acquisitions of property as the sole and separate property of the one so acquiring the same.

**23. VOLUNTARY EXECUTION:** The parties acknowledge this Agreement and the terms thereof to be fair, just and equitable, and both parties voluntarily enter into this Agreement freely and not as a result of any fraud or duress. The parties acknowledge that they understand that they have the absolute right to obtain advice of independent counsel of their choice, with respect to this Agreement, their legal rights with respect to this marriage, and that they have had the opportunity to obtain such advice by counsel prior to executing and acknowledging this Agreement. The parties acknowledge in the instant case that Ginny Conley represents the Wife and her interest and not the Husband, and that Richard A. Bush represents the Husband and his interest and not the Wife. The parties acknowledge that they may not return to Court and ask for modification of this Agreement after executing the same except upon the grounds of fraud and duress and they may not return to Court and ask for modification merely as a result of change in circumstances or change in heart after executing the same, except as set forth in Paragraph 18 above.


**24. BINDING EFFECT:** Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective heirs, next of kin and executors and administrators of the parties hereto.

25. **RATIFICATION:** Each of the parties hereto certify that he or she has read and understood the foregoing Agreement and each believes and agrees that the terms and conditions hereto are fair, just and equitable, and, in the event of the entry of an Order divorcing the parties from the bonds of matrimony, each desires this Agreement to be ratified, given the binding force and effect of an Order of the Court.

26. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. The parties hereto request this Agreement between them be incorporated and made a part of the divorce proceedings.

WITNESS the following signatures and seals:

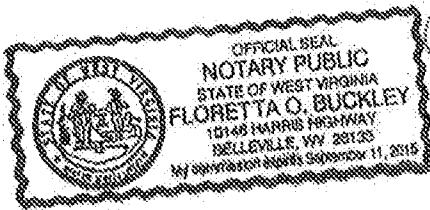
  
PHYLLIS E. FOX

  
ROY L. FOX, JR.

STATE OF WEST VIRGINIA,  
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me on the 30 day of July, 2014,  
by **PHYLLIS E. FOX**.

My commission expires: 9-11-2015

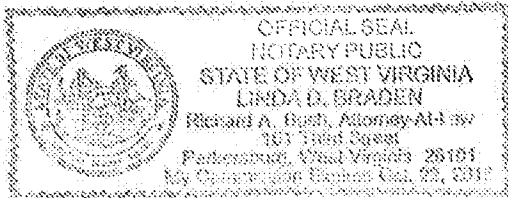


*Floretta O. Buckley*  
NOTARY PUBLIC

STATE OF WEST VIRGINIA,  
COUNTY OF WOOD, TO-WIT:

The foregoing instrument was acknowledged before me on the 17 day of June, 2014,  
by **ROY L. FOX, JR.**

My commission expires: 10-22-2016



*Linda D. Braden*  
NOTARY PUBLIC

**EXHIBIT "1"**  
**Patents of Roy L. Fox, Jr.**

1. Patent #6,220,547 B1  
Large Scale Para foil Apparatus with an Energy Attenuator for controlling initial deployment. C Roy Fox, John Smith, Tom Bennett. Granted April 24, 2001
2. Patent #6,843,451 B1  
Parachute Slider Reefing with Friction Indacod Retardation  
Granted January 18, 2005
3. Patent #7,264,205 B2  
Parachute Release Apparatus  
Granted September 4, 2007
4. Patent #6,290,177 B1  
B1 - directional Pilot Parachute Release Assembly  
Granted September 18, 2001
5. Patent #6,994,295 B2  
Quonset Type Parachute  
Granted February 7, 2006
6. Patent #7,261,258 B1  
Cruciform Parachute Design  
Granted August 28, 2007  
Modified Cruciform Parachute  
Recent
7. Patent #7,699,268 B2  
Sling Release Mechanism  
Granted April 20, 2010
8. Patent #7,967,254 B@  
Sling Release Mechanism  
Granted June 28, 2011

9. Patent #8,313,063 B2  
Parachute Release System and Method  
Granted November 20, 2012
10. Patent # 8,033,507 B2  
Parachute Release System and Method  
Granted October 11, 2011
11. Patent # 8,096,509 B2  
Parachute Inlet Control System and Method  
Granted January 17, 2012
12. Patent #8,210,479 B2  
Parachute Inlet Control System and Method  
Granted July 3, 2012
13. Patent #8,083,184 B2  
Aerial Delivery System  
Granted December 27, 2011
14. Patent # 8,186,624 B2  
Aerial Delivery System  
Granted May 29, 2012
15. Expendable Aerial Delivery System  
Filing Date January 23, 2013  
No Blue Ribbon Yet



**REDACTED**

**Exhibit A: Separation Agreement**

**Phyllis Fox Appraisal**

**Pages 1-12**