

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD L. BYER	02/17/2020
RECEIVING PARTY DATA	
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State/Country:	UTAH
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9856617
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ATTORNEY DOCKET NUMBER:	30341.001US01
NAME OF SUBMITTER:	JORDAN L. STOTT
SIGNATURE:	/Jordan L. Stott/
DATE SIGNED:	06/29/2021
Total Attachments: 5	
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PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made effective this 17th day of February 2020, by and between Richard L. Byer (the "Seller"), and Snow Groomers, L.L.C., a Utah limited liability company ("Purchaser").

WHEREAS, Seller possesses certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and incorporated by reference, and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, Purchaser and Seller have entered into that certain Asset Purchase Agreement dated February 4, 2020 (the "APA"), pursuant to which Purchaser is acquiring all of Seller's right, title and interest in and to substantially all of the Company Assets of the business, including the Patent Rights.

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of good and valuable consideration including consideration agreed upon between Seller and Purchaser under the APA, the receipt and sufficiency of which is hereby acknowledged, and subject to the conditions set forth in the APA, Seller has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Purchaser, its successors, assigns, and legal representatives, Seller's entire right, title and interest in and throughout the United States of America and Canada, their territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Seller's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States and Canadian law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Seller may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Purchaser for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Seller had this assignment and sale not been made; and Seller hereby conveys all of its rights arising under or pursuant to any and all United States and Canadian laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Seller hereby acknowledges that this assignment, being of Seller's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Purchaser to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Purchaser's selection and the right to procure the grant of all patents to Purchaser in its own name as Purchaser of Seller's entire right, title and interest therein;

AND, Seller hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform

any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Purchaser, its successors, assigns, and legal representatives, as well as to third parties at the request

of Purchaser including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Purchaser, and generally do everything possible to aid Purchaser, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Purchaser's reasonable expense;

AND, Seller hereby further agrees to provide statements or testimony in any administrative or other proceeding in which any of the Patent Rights may be involved;

AND, Seller hereby warrants that it has not knowingly conveyed to others any right in the Patent Rights or the Inventions or any license to use the same or to make, use or sell anything embodying or utilizing any of the Inventions, and that it has good right to assign the Inventions and the Patent Rights without encumbrance;

AND, Seller does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered officials of all other governments whose duty it is to record patents, applications and title thereto, to record the Patent Rights and title thereto as the property of Purchaser, its successors, assigns, or legal representatives in accordance with the terms of this instrument;

AND, Seller does hereby authorize and request the Director of the United States Patent and Trademark Office, the Director of Canadian Intellectual Property Office, and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Purchaser, its successors, assigns, or legal representatives;

AND, Seller hereby warrants that it is the sole owner of the Patent Rights.

Purchaser and Seller also agree that multiple copies of this Assignment of Patent Rights may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Purchaser and Seller.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Seller and Purchaser, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

Dated: February 17, 2020 **Richard L. Byer**



By: Richard L. Byer

Its: President

Dated: February 17, 2020 **SNOW GROOMERS, L.L.C.**



By: Richard Oldham

Its: Manager

SCHEDULE A

United States Patent No. 9,856,617, Issued January 2, 2018

Canadian Patent No. 2,976,869, Issued June 21, 2018

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made effective this 17th day of February 2020, by and between Richard L. Byer (the "Seller"), and Snow Groomers LLC a Utah limited liability company ("Purchaser").

WHEREAS, Seller holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A and incorporated by reference (the "Marks").

WHEREAS, Purchaser and Seller have entered into that certain Asset Purchase Agreement dated February 4, 2020 (the "APA"), pursuant to which Purchaser is acquiring all of Seller's right, title and interest in and to the Company Assets of the Seller (as defined in the Purchase Agreement), together with the goodwill of the business symbolized thereby.

WHEREAS, Seller now wishes to assign the Marks to Purchaser, and Purchaser is desirous of acquiring the Marks from Seller, together with the goodwill of the business symbolized thereby.

WHEREAS, Seller is conveying the Marks to Purchaser as part of the transfer of all or substantially all of the assets of a going business.

NOW, THEREFORE, in consideration of the premises set forth above and in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller does hereby sell, assign, convey and transfer unto Purchaser, its successors, assigns, and legal representatives, subject to the provisions of the APA, Seller's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Purchaser, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Purchaser's sole use and enjoyment.

Seller further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Purchaser, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Purchaser is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

The Seller hereby warrants that it is the sole owner of the Marks.

To the extent Seller retains any right, title or interest in or to the Marks that cannot be assigned to Purchaser pursuant to this Assignment, then Seller hereby agrees to waive for all time any claims that Seller may have concerning the Marks. Seller shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Seller challenge Purchaser's use of the Marks after the date of this Assignment.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Seller and Purchaser, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

Dated: February 17, 2020 **Richard L. Byer**



By: Richard L. Byer
Its: President

Dated: February 17, 2020 **SNOW GROOMERS, L.L.C.**



By: Richard Oldham
Its: Manager

SCHEDULE A

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Trademark US Registration No.

TRAKOR 3,072,614 SNO-RAZOR 3,094,764 SNO-MASTER 3,134,739 PATH-MASTER 5,219,889
SNO-BLASTER 5,219,890