#### 507243829 04/21/2022

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7290749

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
ACU-ARCHERY LLC	04/03/2022

## **RECEIVING PARTY DATA**

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#### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	8266933
Patent Number:	8347664

#### CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	194880.202443/202444
NAME OF SUBMITTER:	GREGORY P. BONDARENKO
SIGNATURE:	/Gregory P. Bondarenko/

**PATENT** REEL: 059661 FRAME: 0670

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DATE SIGNED: 04/21/2022

Total Attachments: 2
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PATENT REEL: 059661 FRAME: 0671

#### PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement is made March 21, 2022 by and between Eric and Karla Griggs of 79 Creekside Drive, Stanton, Kentucky 40380 ("Purchaser"), and ACU-Archery LLC of 4890 W. Millcreek Pike, Wabash, Indiana 46992 ("Seller").

WHEREAS, Purchaser wishes to buy and Seller wishes to sell U.S. Patents 8,266,933 and 8,347,664, both entitled "Adjustable Molded Archery Nock" ("Patents").

WHEREAS, Purchaser wishes to acquire all rights, title and interest in and to the Patents from Seller.

WHEREAS, by this Patent Assignment Agreement, Seller desires to assign to Purchaser all rights, title and interest Seller holds in and to the Patents in exchange for good and valuable consideration provided by Purchaser, via a certain Purchase Agreement dated March 21, 2022, including monetary consideration paid by Purchaser, the receipt and sufficiency of which is hereby acknowledged by all the parties to this Patent Assignment Agreement.

# Purchaser and Seller agree as follows:

- 1. Seller hereby irrevocably sells, assigns, transfers, and conveys to Purchaser the entire and all rights, title and interest in and to any and all inventions described, claimed or embodied in the Patents including (i) all rights, title and interest in and to any and all divisions, continuations, reissues, reexaminations and extensions thereof, (ii) all rights, title and interest in and to any patent application or issued patent which claims priority to or is otherwise related to the Patents anywhere in the world, (iii) any other rights, know-how and trade secrets used in connection with the products offered or produced under the Patents, and (iv) the right to sue for past, present and future infringement of the Patents (collectively the "Patent Rights") including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for any such infringement, misappropriation, violation, misuse, breach or default, without any further compensation to Seller.
- 2. Seller acknowledges that Purchaser has provided sufficient monetary compensation to Seller in the amount of at least one dollar (\$1.00) in full consideration for the assignment of the Patents and the Patent Rights to Purchaser made herein.
- 3. Seller and Purchaser agree that an executed original or copy of this Patent Assignment Agreement may be recorded in the Assignment Division of the United States Patent and Trademark Office by Purchaser at its sole expense, and which shall therefore be effective as an assignment of the Patents by Seller to Purchaser.
- 4. Seller represents and warrants that Seller owns the entire right, title and interest in and to the Patents, free of any liens, encumbrances, security interests, obligations, and other third party interests, that the Patents are valid and fully enforceable, that the Patents are not currently infringed

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PATENT REEL: 059661 FRAME: 0672 infringed by any third party, and that any products currently offered by Seller, under the Patents, or in inventory do not infringe any patents or rights of any third party. Seller agrees to indemnify, defend and hold harmless Purchaser for any breach of or claim relating to the foregoing representations and warranties.

- 5. This Patent Assignment Agreement shall be governed by, and construed and enforced under the laws of the United States of America and in accordance with the applicable laws of the State of Kentucky. Any action or claim brought by any party against another party under this Patent Assignment Agreement shall be brought only in the United States District Courts in Kentucky.
- 6. This Patent Assignment Agreement, contains the entire agreement between Purchaser and Seller with respect to the assignment of the Patents and the Patent Rights and may not be amended, nor any obligation waived, except by a writing signed by Purchaser and Seller. Any failure to enforce any provision of this Patent Assignment Agreement shall not constitute a waiver hereof or of any other provision herein. If any provision of this Patent Assignment Agreement is held by a court of competent jurisdiction to be unenforceable, then such provision shall be eliminated or limited to the extent required by applicable law and this Patent Assignment Agreement, as so modified, shall remain enforceable in accordance with the rest of its terms and provisions. This Patent Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Patent Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment Agreement.

IN WITNESS WHEREOF, this Patent Assignment Agreement was executed on the respective date or dates indicated below by Seller, as Assignor, and Purchaser, as Assignee:

ASSIGNOR: ACU-Archery LLC	ASSIGNEE: Eric Griggs, an individual
Ву:	Cler Typ
Title: PL=5	Date: 4 (4 (42
Date: 4-3-2022	ASSIGNEE:
	Karla Griggs, an individual
	Kara Guage
	Date: 4/4/22

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RECORDED: 04/21/2022