

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7721445

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARDELIS INC.	12/31/2022
RECEIVING PARTY DATA	
Name:	RPA CYCLING, INC.
Street Address:	940 WILSON ST.
City:	EUGENE
State/Country:	OREGON
Postal Code:	97402
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	6497042
Patent Number:	6715844
Patent Number:	6428113
Patent Number:	6244667
Patent Number:	6024414
Patent Number:	5947565
Patent Number:	5938293
Patent Number:	5931544
Patent Number:	6846047
CORRESPONDENCE DATA	
Fax Number:	
<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:	5419142030
Email:	brianroddy@outlook.com
Correspondent Name:	BRIAN RODDY
Address Line 1:	4030 HILYARD STREET
Address Line 4:	EUGENE, OREGON 97405
NAME OF SUBMITTER:	BRIAN RODDY
SIGNATURE:	/Brian Roddy/

DATE SIGNED:	01/03/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 3 source=Patent Assignment_Ardelis Inc#page1.tif source=Patent Assignment_Ardelis Inc#page2.tif source=Patent Assignment_Ardelis Inc#page3.tif	

PATENT ASSIGNMENT

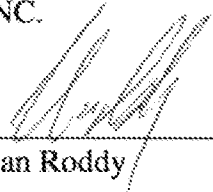
Ardelis, Inc., an Oregon corporation, and Ardelis Intellectual Property LLC, an Oregon limited liability company ("Assignor"), is the owner of the following United States patent (the "Patent"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,497,042	December 24, 2002	Jacketed Nipple

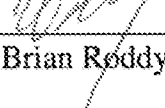
For good and valuable consideration, receipt of which is acknowledged, Assignor assigns to RPA Cycling, Inc., an Oregon corporation, at 940 Wilson St., Eugene, OR 97402 ("Assignee"), its entire right, title, and interest in the Patent, and in all reissues or extensions, and the right to sue and recover in the Assignee's own name and that of its successors, assigns, and other legal representatives all remedies of every nature, including, without limitation, rights to injunctive relief, damages, profits, costs, and attorney fees, arising out of past or future infringement of the Patent. This assignment is being delivered pursuant to that certain Asset Sale Agreement dated December 31, 2022, among Ardelis, Inc., RPA Cycling, Inc., Brian Roddy and Steven Cash and is subject to all of the terms and conditions thereof.

DATED effective as of December 31, 2022.

ARDELIS INC., INC.

By: 
Printed Name: Brian Roddy
Title: President

ARDELIS INTELLECTUAL PROPERTY LLC

By: 
Printed Name: Brian Roddy
Title: Member

PATENT SECURITY AGREEMENT

PARTIES:

ARDELIS, INC., an Oregon corporation ("Secured Party")

RPA CYCLING, INC., an Oregon corporation ("Grantor")

RECITALS:

A. Grantor and Secured Party are party to a Security Agreement dated as of December 31, 2022 (the "Security Agreement") pursuant to which Grantor granted a security interest to the Secured Party in the Patent Collateral (as defined below) and, in connection with the Security Agreement, execute and deliver this Patent Security Agreement (the "Agreement").

B. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

EFFECTIVE DATE: December 31, 2022

AGREEMENTS:

1. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL

To secure the prompt payment and performance to the Secured Party of the Obligations, Grantor hereby grants to the Secured Party a security interest in and continuing lien on all of such Grantor's right, title and interest in, in and to the pending patent applications and issued patents as follows (the "Patent Collateral"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,497,042	December 24, 2002	Jacketed Nipple

2. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the laws of the state of Oregon unless location of the Collateral shall cause the law of another state or federal law to apply. Each party consents to jurisdiction in any state or federal court sitting in the city of Eugene, Oregon, except where the location of collateral may cause jurisdiction to lie in another forum.

4. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECURED PARTY:

GRANTOR:

ARDELIS, INC.

RPA CYCLING, INC.

By: 

Brian Roddy, President

By: 

Alexander White, President