

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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EPAS ID: PAT7981157

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ELLIOT MARTIN	08/01/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MONTANA FLY COMPANY
<b>Street Address:</b>	530 1ST AVE W
<b>City:</b>	COLUMBIA FALLS
<b>State/Country:</b>	MONTANA
<b>Postal Code:</b>	59912
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	10561133
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	7196618653
<b>Email:</b>	3lliotmartin@gmail.com
<b>Correspondent Name:</b>	ELLIOT MARTIN
<b>Address Line 1:</b>	1709 BANYAN DR
<b>Address Line 4:</b>	FORT COLLINS, COLORADO 80526
<b>NAME OF SUBMITTER:</b>	ELLIOT MARTIN
<b>SIGNATURE:</b>	/Elliot Martin/
<b>DATE SIGNED:</b>	05/31/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 3</b>	
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*Agreement*"), is made and entered into effective as of August 1<sup>st</sup>, 2022 ("*Closing Date*"), by and between Montana Fly Company ("*Assignee*") and Elliot Martin, a individual residing in the State of Colorado ("*Assignor*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Bill of Sale of even date herewith by and among Assignor and Assignee.(the "*Bill of Sale*").

### WITNESSETH

**WHEREAS**, pursuant to the Bill of Sale, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in and to substantially all of the Intellectual Property identified in Schedule A hereto (collectively, the "*Assignor's Intellectual Property*"); and

### NOW THEREFORE:

1. Assignment of Intellectual Property. Upon the terms and for the consideration set forth in the Bill of Sale, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in and to the Assignor's Intellectual Property, including, without limitation, all goodwill associated therewith, any and all income, royalties or payments due or payable as of the Closing Date or thereafter, as well as the right to sue for any and all past, present and future infringements of such Assignor's Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("*Assigned IP*").

2. Further Assurances.

(a) Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, at Assignee's sole cost and expense, (i) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to establish the record of Assignee's title to the Assigned IP or to more effectively consummate the assignments contemplated hereby, and (ii) assist Assignee in exercising any rights with respect thereto.

(b) Assignor authorizes and requests the United States Patent and Trademark Office, the United States Copyright Office and the applicable officials of these and any other agencies or authorities, governmental or otherwise, in which any of the Assignor's Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, to issue or transfer all of the Assignor's Intellectual Property to Assignee as assignee of all of Assignor's right, title and interest in and to the Assignor's Intellectual Property or otherwise as Assignee may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office or the offices in which any of the Assignor's Intellectual Property listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor in order to issue or transfer the Assignor's Intellectual Property to Assignee as contemplated in paragraph (b) of this Section, Assignor shall execute such forms and/or documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other party.

4. Governing Law; Venue. This Bill of Sale shall be construed in accordance with and governed by the internal laws of the State of Colorado. Any suit, action, or other proceeding brought by any of the Parties to Bill of Sale shall be brought in the courts in the State of Colorado.

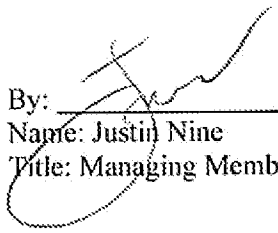
5. Terms of the Bill of Sale. Assignor and Assignee acknowledge and agree that the covenants and agreements contained in the Bill of Sale shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms and provisions of the Bill of Sale shall govern.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date first set forth above.

**ASSIGNEE:**

Montana Fly Company

By:   
Name: Justin Nine  
Title: Managing Member

**ASSIGNOR:**

ELLIOT MARTIN

By:   
Name: Elliot Martin

By:   
Name:  
Title:

**SCHEDULE A**

**Patent:** Patent No. 10,561,133, Application No. 15/591657