

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garrett Golf Products, LLC		05/26/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	InvisaFlow, LLC		
Street Address:	1350 Bluegrass Lakes Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30004		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3816612	FLEX GRATE	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	4048156500		
Email:	byates@kilpatricktownsend.com		
Correspondent Name:	Jaclyn T. Shanks, Esq.		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309-4528		
NAME OF SUBMITTER:	Jaclyn T. Shanks		
SIGNATURE:	/Jaclyn T. Shanks/		
DATE SIGNED:	07/13/2016		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS AND RELEASE

Assignment of Intellectual Property Rights and Release (the "Agreement") is effective as of May 26 2016 ("Effective Date") and is made by and between InvisaFlow, LLC, Georgia limited liability company with offices located at 1350 Bluegrass Lakes Parkway, Alpharetta, Georgia 30004 ("InvisaFlow") and Jeffrey Eugene Smith, an individual resident of the state of Georgia, residing at 1875 Hill Chase, Alpharetta, GA, 30022-4452 ("Jeffrey Smith"), and Garrett Golf Products, LLC, a Georgia Limited Liability Company ("Garrett") (collectively Smith and Garrett shall be referred to as "Smith"). InvisaFlow and Smith may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

WHEREAS, InvisaFlow and Jeffrey Smith entered into that certain License and Purchase of Patents and Rights, dated of April 14, 2010, as amended by that certain First Amendment to the License and Purchase of Patents and Rights agreement dated February 7, 2012 (collectively the "Purchase Agreement") pursuant to which Jeffrey Smith agreed to transfer the rights and licenses to U.S. Patent Nos. 8,689,837 (the "'837 Patent") and 8,475,654 (the "'654 Patent") (the "Transferred Patents") and the inventions disclosed and claimed therein, including U.S. Provisional Application Nos. 61/285,477 and 61/215,255 (collectively, "Transferred Patents"); and

WHEREAS, during the course of his employment with InvisaFlow, Jeffrey Smith invented various other patents used in conjunction with InvisaFlow's business identified in U.S. Patent Nos. D666701S (the "'701S Patent"), 8,715,495 (the "'495 Patent"), and 9,080,328 (the "'328 Patent") (the "Additional Patents"),

WHEREAS, during the course of his employment with Invisaflow, and with co-inventor James Horton, Jeffrey Smith invented that device identified in U.S. Patent Application No. 62/233,650 (the "'650 Patent Application") (the Transferred Patents, Additional Patents and '650 Patent Application may sometimes collectively be referred to as the "Patents"); and

WHEREAS, Garrett is the registered owner of "FLEX GRATE" design mark, U.S. Trademark Registration No. 3,816,612 ("Trademark"); and

WHEREAS, Smith is the registered owner of www.stealthflow.com and www.flexgrate.com (collectively, the "Domain Names") (the Domain Names, Trademark, Patents may collectively be referred to as the "Intellectual Property");

WHEREAS, InvisaFlow desires to acquire and Smith desires to assign to InvisaFlow all of Smith's right, title, and interest in and to the Intellectual Property, including any inventions disclosed and claimed in the Patents and '650 Patent Application, and including any and all applications for these same Intellectual Property, including all divisions, continuations, reissues, reexaminations, and extensions thereof and all rights of priority resulting from the filing of any applications claiming priority to one or more of the Intellectual Property; and

WHEREAS, Smith agrees to cooperate with InvisaFlow and provide any documentation necessary to transfer all Intellectual Property to InvisaFlow, including but not limited to any documentation regarding the Patents, inventions, as well as any Patents or inventions created during the course of Smith's employment with InvisaFlow ; and

NOW THEREFORE, for the consideration of the promises and mutual covenants contained herein, the Parties hereto hereby agree as follows:

1. Termination of the Purchase Agreement and all prior Intellectual Property agreements.

The Parties hereby terminate and cancel the Purchase Agreement, except to the extent that it contains certain representations and warranties which shall remain in full force and effect. Smith agrees, affirms, and acknowledges that this Agreement cancels, supersedes, amends, and governs all subject matter relating to any and all prior written or oral agreements regarding Smith's intellectual property of any sort, whether identified in this Agreement or otherwise, and any and all enhancements or modifications thereto, including the Purchase Agreement.

2. Transfer of Intellectual Property.

- a. Jeffrey Smith hereby transfers, grants, conveys, assigns, and relinquishes exclusively to InvisaFlow all of Jeffrey Smith's right, title, and interest in and to the Patents and the '650 Application, and all causes of action and right to past, present, and future damages for infringement thereof, including any and all applications for such patents, including all divisions, continuations, reissues, reexaminations, and extensions thereof and all rights of priority resulting from the filing of any application claiming priority to one or more of the Patents, whereby Jeffrey Smith authorizes and requests any official whose duty it is to issue patents to issue any patent resulting therefrom to InvisaFlow, or its successors, assigns, or nominees, without further consideration, but at the expense of InvisaFlow.
- b. Smith hereby irrevocably assigns, grants and transfers to InvisaFlow all of its right, title, and interest in and to the Trademark, including all common law rights, and any trademark registrations and applications, along with the business and the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by InvisaFlow for its own use and enjoyment and the use and enjoyment of its successors, assigns or to its legal representatives, as fully and entirely as the same would have been held and enjoyed by Garrett had this assignment not been made.
- c. Upon execution of this Agreement, Smith will execute and deliver to InvisaFlow the Assignments in Attachments.
- d. From time to time after the Effective Date, upon the request of InvisaFlow or its assignee, Jeffrey Smith will execute such further conveyance instruments as may be necessary or desirable to further evidence the full and absolute transfer of ownership of the Patents and '650 Patent Application to InvisaFlow or its assignee. Jeffrey Smith further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of InvisaFlow or its assignee in and to the Patents or '650 Patent Application and to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement to the benefit of InvisaFlow or its assignee.
- e. Within ten (10) days of the Effective Date, Smith shall transfer to InvisaFlow the entire right, title and interest to the Domain Names.
- f. In furtherance of this Agreement, Smith hereby acknowledges that, from the Effective Date forward, InvisaFlow has succeeded to all of their right, title, interest, and standing to receive all rights and benefits pertaining to the Intellectual Property, institute and prosecute all suits and proceedings; and take all actions that InvisaFlow, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, interest, or title of any kind under any and

all of the Intellectual Property, whether arising before or after the Effective Date, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as InvisaFlow, in its sole discretion, deems advisable.

3. Payment.

As full consideration for any and all Intellectual Property and for the covenants contained herein, InvisaFlow shall pay to Smith the sum of Two Hundred Twenty-Five Thousand and No/100 (\$225,000.00) Dollars (the "Final IP Payment"). The Final IP Payment shall be due at the earlier of: (a) the Closing of the sale of InvisaFlow to Euramax International, Inc. as defined in the Asset Purchase in the Euramax Sale; or (b) Repayment by InvisaFlow of the Loan from Pro Marketing, Inc. to InvisaFlow in the amount equal to approximately \$965,000.00.

Smith acknowledges and agrees that all other consideration (under Section 4 of the Purchase Agreement) and additional consideration (under Section 5 of the Purchase Agreement) have been satisfied and paid to Smith in full. Smith waives all rights to any future payments under Section 4 and Section 5 of the Purchase Agreement except for the Final IP Payment as provided above.

4. Representations, Warranties and Covenants:

Smith hereby represents, warrants, covenants and agrees as follows, both as of April 14, 2010 and as of the Effective Date:

- a. That, to the best of his knowledge and belief, Smith is the sole owner of any and all rights to the Patents and the Intellectual Property and that no other person or entity has any claims of ownership, or rights to, the Patents and the Intellectual Property except those claims raised by Euramax;
- b. That Smith has not, at any time prior to the date of this Agreement or the Purchase Agreement, pledged or encumbered in any way his ownership interest in, and his rights to the Patents or the Intellectual Property;
- c. That Smith has full legal ability to transfer the Patents and Intellectual Property to InvisaFlow, free and clear without any limitations, liens, adverse claims or encumbrances;
- d. That after the date of the Purchase Agreement (April 14, 2010), and subject to the terms of this Agreement, Smith will no and did not, directly or indirectly seek to assign, transfer, sell, pledge, hypothecate, or encumber any ownership of, or rights to, the Patents or the Intellectual Property;
- e. That to the best of Smith's knowledge and belief, and subject to the fulfillment of the terms of this Agreement, upon the execution of this Agreement, InvisaFlow shall possess full, exclusive, complete and all legal right to use the Patents and Intellectual Property, and to manufacture, market, and sell any products, subject in conjunction therewith; and
- f. will cooperate with and assist InvisaFlow with any and all efforts it might make to register with any patent registry, or otherwise document to the world, itself as the owner of the Patents pursuant to this Agreement as InvisaFlow might deem needful, necessary or advisable.

c. The above-referenced representations and warranties shall be in addition to any representations and warranties made by Smith in relation to the Intellectual Property in any other Agreement between Smith and InvisaFlow and/or Smith and any other party in conjunction with the Euramax Sale.

d. Smith has full capacity, power and authority to enter into this Agreement, and to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by Smith and constitutes a legal, valid and binding obligation of Smith that is enforceable against Smith in accordance with its terms.

e. The execution, delivery and performance by Smith of this Agreement, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of any other agreement to which Smith is a party; (b) conflict with or result in a violation or breach of any provision of any applicable laws or applicable to such Smith.

5. Indemnification:

Smith at his own expense, will indemnify, defend, and hold harmless InvisaFlow, its subsidiaries, affiliates and assigns, and its and their members, managers, directors, officers, employees and agents from and against any third-party claim, loss, demand, cause of action, debt or liability, including attorneys' fees, arising out of or related to any willful, intentional or negligent action or failure to act by Smith.

6. Covenant to Cooperate. At the request of InvisaFlow or any attorney, consultant, subcontractor, or other agent or professional retained by InvisaFlow (hereinafter referred to as a "InvisaFlow Request"), Smith shall provide any required assistance to or requested by InvisaFlow whether or not in connection with the Euramax Sale, including but not limited to the following:

- (i) provide any and all information, documentation, materials, and data available to InvisaFlow relating in any way to the Intellectual Property;
- (ii) execute any and all documents relating in any way to the Intellectual Property, including without limitation, any necessary assignments or transfers, including but not limited to those assignments and transfers attached hereto and incorporated herein by reference as Exhibit "A";
- (iii) fully cooperate and comply, and not oppose, impede, obstruct, hinder, enjoin, delay or otherwise interfere with the exercise by InvisaFlow (and/or InvisaFlow's assignees) all of its rights and remedies related to the Intellectual Property; and
- (iv) provide testimony, assistance, and cooperation in connection with any proceeding affecting the right, title, interest, or benefit of InvisaFlow in and to the Intellectual Property and to perform any other acts deemed reasonably necessary to carry out the intent of this Agreement to the benefit of InvisaFlow.

7. Covenant Not to Sue.

Smith hereby covenants and agrees that he will not commence, prosecute, authorize, direct, participate or assist in any way in the commencement or prosecution of any grievance, action, suit, arbitration, complaint, or other proceeding based on any of claims released by it herein.

No Party is admitting the sufficiency of any claims, assertions, contentions, evidence, or position of any other

Party, nor the sufficiency of any defense to any such claims, assertions, contentions, evidence or position. This Release is executed by the Parties for the sole purpose of compromising and settling the claims herein.

8. Patents.

To the extent that any right, title, and interest in and to the Intellectual Property does not currently vest in InvisaFlow, Smith hereby transfers, grants, conveys, assigns, and relinquishes exclusively to InvisaFlow all of Smith's right, title, and interest in and to the Intellectual Property, all causes of action and right to past, present, and future damages for infringement thereof, including any and all applications for such patents in any and all countries, including all divisions, continuations, reissues, reexaminations, and extensions thereof and all rights of priority resulting from the filing of any application claiming priority to one or more of the Patents, whereby Smith authorizes and requests any official whose duty it is to issue patents to issue any patent resulting therefrom to InvisaFlow, or its successors, assigns, or nominees, without further consideration, but at the expense of InvisaFlow.

9. Trademark.

To the extent that any right, title, and interest in and to the Trademark does not currently vest in InvisaFlow, Smith further irrevocably assigns, grants and transfers to InvisaFlow all of Smith's right, title, and interest in and to the Trademark, including all common law rights, and any trademark registrations and applications, along with the business and the goodwill of the business symbolized by use of the Trademark, and the right to sue third parties for and recover damages from future infringement of the Trademark, the same to be held and enjoyed by InvisaFlow for its own use and enjoyment and the use and enjoyment of its successors, assigns or to its legal representatives, as fully and entirely as the same would have been held and enjoyed by Smith had this assignment not been made.

10. Miscellaneous:

- a. Waiver. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. The rights and remedies of the parties set forth in this Agreement are in addition to any rights or remedies the parties may otherwise have at law or equity.
- b. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect.
- c. Assignment. Neither party may assign or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, InvisaFlow may assign all of its rights and obligations under this Agreement (i) to a successor-in-interest as a result of a merger or consolidation or in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates, or (ii) to an Affiliate, without Smith's approval. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.
- d. Governing Law and Jurisdiction. This Agreement and the parties' respective performance hereunder will be governed by the laws of the State of Georgia, without regard to its conflicts of laws rules. Smith and InvisaFlow hereby agree on behalf of themselves, and any person claiming

by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to this Agreement will be an appropriate federal or state court located in Forsyth County, Georgia.

- e. Notices. {TC "Section 11.02 Notices. " \L2}All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this 1.e):

If to InvisaFlow:

InvisaFlow, LLC
1350 Bluegrass Lakes Parkway
Alpharetta, Georgia 30004
Facsimile: 678-867-7336
E-mail: donaldking@thebeamteam.com
Attention: Donald King, CFO

If to Smith:

Jeffrey Smith
1875 Hill Chase
Alpharetta, Georgia 30022-4452

- f. Survival. Any and all provisions in this Agreement which would reasonably be expected to be performed after the termination or expiration of this Agreement shall survive and be enforceable after such termination or expiration, including without limitation provisions relating to confidentiality, ownership of materials, representations and warranties, indemnification, limitations of liability, audit rights, effects of termination, and governing law.
- g. Headings. The headings in this Agreement are for convenience of reference only and have no legal effect.
- h. Entire Agreement; Amendment. This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. This Agreement may not be modified or altered except by written instrument duly executed by both parties.
- i. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

Signatures transmitted by facsimile and/or electronically by .pdf format shall have the same binding effect as original signatures.

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Second Amendment to be executed as of the day and year first above written.

INVISAFLOW, LLC

By: James B. Horton
James B. Horton, President
Date: 5/26/16

JEFFREY EUGENE SMITH

By: Jeffrey E. Smith
Date: 5/26/16

GARRETT GOLF PRODUCTS, LLC

By: Jeffrey E. Smith
Jeffrey E. Smith, Managing Member
Date: 5/26/16