

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326837

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bill J. Hays		12/04/2014	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Barbara B. Hays
Street Address:	1853 Baker St.
City:	Prescott
State/Country:	ARIZONA
Postal Code:	86314
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Patrick R. Wilson
Street Address:	P.O. Box 1472
City:	Dewey
State/Country:	ARIZONA
Postal Code:	86327
Entity Type:	INDIVIDUAL: UNITED STATES
Name:	Michael T. Hays
Street Address:	12625 N. Tonto Road
City:	Prescott
State/Country:	ARIZONA
Postal Code:	86305
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1605428	DUAL FRICTION
Registration Number:	2473568	CENTERFORCE DUAL FRICTION
Registration Number:	1252732	TURBINAIRE
Registration Number:	1002585	MAGNA-PULSE
Registration Number:	1374097	BEATRICE

CORRESPONDENCE DATA

Fax Number: 2063813301

TRADEMARK

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.

Phone: 206.381.3300
Email: Lowe@LoweGrahamJones.com
Correspondent Name: LOWE GRAHAM JONES, PLLC
Address Line 1: 701 FIFTH AVENUE
Address Line 2: SUITE 4800
Address Line 4: SEATTLE, WASHINGTON 98104

ATTORNEY DOCKET NUMBER:	CFOR-5-1000
--------------------------------	-------------

NAME OF SUBMITTER:	David A. Lowe
---------------------------	---------------

SIGNATURE:	/David A. Lowe/
-------------------	-----------------

DATE SIGNED:	12/19/2014
---------------------	------------

Total Attachments: 5

source=CFOR-5-1000ASGN-HAYS ESTATE#page1.tif

source=CFOR-5-1000ASGN-HAYS ESTATE#page2.tif

source=CFOR-5-1000ASGN-HAYS ESTATE#page3.tif

source=CFOR-5-1000ASGN-HAYS ESTATE#page4.tif

source=CFOR-5-1000ASGN-HAYS ESTATE#page5.tif

ESTATE INTELLECTUAL PROPERTY ASSIGNMENT AND TRANSFER AGREEMENT

This Assignment and Transfer Agreement ("Agreement") is made as of December _____, 2014 ("Effective Date") between Barbara B. Hays, Michael Hays and Patrick Wilson, ("Assignees"), and Patrick Wilson certified administrator for the estate of Bill J. Hays ("Assignor"). In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Definitions

1.1 "Assigned Property" means the United States patents listed in Exhibit A, the United States and Australian Trademarks listed in Exhibit B, and all continuations, continuations-in-part, reissues, extensions and renewals, if any, relating to such patents and all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringements, said rights to be held and enjoyed by Assignees for their use and benefit and for the use and benefits of their successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. **Assignment of Percentage Interests.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignees and their successors the following undivided interests in the Assigned Property, each of which are intended and shall convey that certain percentage interest appearing opposite the name below:

Barbra B. Hays, a single woman: 50% interest

Michael F. Hays, as his separate property: 25% interest

Patrick R. Wilson, as his separate property: 25% interest

Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignees and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property Rights included in the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignees hereby initially appoint Patrick Wilson as sole agent with respect to any action to maintain, enforce or pursue legal actions related to the Assigned Property. Patrick Wilson may be removed and a successor agent appointed only upon the unanimous written request of Assignees.

3. **Consideration.** Assignees understand and agree that the patent interests assigned, transferred and conveyed hereby are supported by valuable consideration including mutually understood and agreed resolution of disputed claims arising from the death and administration of the estate of Bill J. Hays.

4. **Representations and Warranties.** Assignor represents and warrants to Assignees that to the best of its knowledge: Assignor, as duly appointed administrator for the estate of Bill J. Hays exclusively owns all right, title, and interest to dispose of through this agreement the Assigned Property; Assignor has not granted and will not grant any licenses or other rights to the Assigned Property to any third party; to the best of Assignor's knowledge the Assigned Property is free of any liens, encumbrances, security interests, and restrictions on transfer; and to the best of Assignor's knowledge, there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Assigned Property.

5. Further Cooperation

5.1 **Assistance.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate and record the transfer of the Assigned Property. In addition, Assignor and Assignees will, upon request and without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as maybe reasonably required to affect the intent of this agreement

6. Miscellaneous

6.1 Binding on Successors. This Agreement will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns, except that Assignees may not assign or pledge as security the interest conveyed by this Agreement without the written consent of all Assignees.

6.2 Governing Law and Jurisdiction. This Agreement will be governed by, and construed in accordance with, the laws of the State of Washington without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Agreement, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts located in Yavapai County, Arizona.


6.3 Amendment and Waiver. This Agreement may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.

6.4 Severability. If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Agreement.

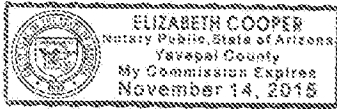
6.5 Assignees Capacity, Independent Review and Legal Representation. By signature below each party represents its capacity to enter into and bind itself to this Agreement. Each party has had the opportunity to review the terms of this Agreement and to consult with independent counsel of its choosing. Assignees understand that for convenience Assignor has memorialized the terms reflecting the parties negotiation and agreement on the terms herein. Colvos Law, PLLC has exclusively represented Assignor in connection with administration of Bill J. Flays estate and preparation of this Agreement and has not provided legal advice or representation to any Assignees.

(remainder of page intentionally left blank)

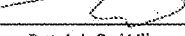
6.6 Entire Agreement. This Agreement (consisting of three pages) and the attached identification of Assigned Property attached and incorporated as Exhibit A and Exhibit B is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.

[Assignor] By: 
Patrick Wilson, Administrator for the estate of Bill J. Hays

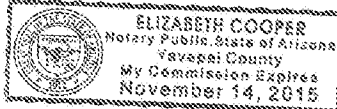
State of Arizona)
) SS
County of Yavapai)



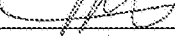
Subscribed and sworn to before me this 4th day of December 2014 *Elizabeth Cooper*

[Assignee] By: 
Patrick R. Wilson

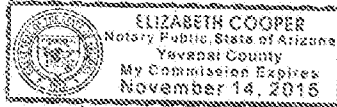
State of Arizona)
) SS
County of Yavapai)



Subscribed and sworn to before me this 4th day of December 2014 *Elizabeth Cooper*

[Assignee] By: 
Michael T. Hays

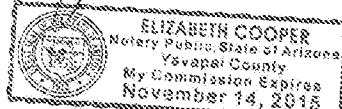
State of Arizona)
) SS
County of Yavapai)



Subscribed and sworn to before me this 4th day of December 2014 *Elizabeth Cooper*

[Assignee] By: 
Barbara B. Hays

State of Arizona)
) SS
County of Yavapai)



Subscribed and sworn to before me this 4th day of December 2014 *Elizabeth Cooper*

EXHIBIT A: PATENTS

- Bill J. Hays initial Centerforce clutch feature U.S. patents including: (a.) #4425991 (issued 1.17.84) claiming the centrifugal weight invention and #4830164 (issued 5.16.89) claiming the trapezoid high-heat metal or other material friction pad.
- Bill J. Hays clutch improvement U.S. patents including: (a.) #5337870 (issued 8.16.94) dealing with the clutch plate to hold the friction pads, (b.) #5375688 (issued 12.27.94) ball or roller bearing improvement to pressure plate clutch spring cover, (c.) #5499704 (issued 3.19.96) broadening claims and making improvements of the ball bearing concept, and (d.) #5655637 (issued 8.12.97) claimed as pressure ring with a laminated heat conducting ring.
- Bill J. Hays's Dual Friction® clutch invention including U.S. patents: (a.) #4951793 (issued 8.28.90), (b.) #5033599 (issued 7.23.91), (c.) #5033599 and (d.) # 5184704 and the related re-issue (correction) #37,548 (issued 2.9.93 - "the geometric friction pad spacing patent).
- Bill J. Hays patents related to his electronic ignition invention (the "Stinger") including U.S. patents: (a.) #4,350,408 (electrical pin connector- issued 9.21.82), (b.) #4,193,651 (ignition wire improvements-issued 3.18.80), (c.) # 4,003,359 (flux wheel for breaker-less distributor retrofit- issued 1.18.77) and (d.) #3,971,350 (distributor for high speed engines-issued 7.27.76).

EXHIBIT B: TRADEMARKS

- Bill J. Hays; "Dual Friction®" U.S. #1605428
- Bill J. Hays; "Centerforce Dual Friction®" U.S. #2473568
- Bill J. Hays; "MI and design" U.S. #1,252,732
- Bill J. Hays; "Magna Pulse" U.S. #1,002,585
- Bill J. Hays; "Centerforce and design" Australian # 1374097

5