

06/26/1968 J. ATKINS 00000027 29055867 40.00 00

Correspondent Name and Address

Area Code and Telephone Number **206-622-8484**

Name **Dennis M. de Guzman**

Address (line 1) **Miller Nash Wiener Hager & Carlsen**

Address (line 2) **4400 Two Union Square Building**

Address (line 3) **601 Union Street**

Address (line 4) **Seattle, WA 98101-2352**

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

12

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

29085887

Patent Number(s)

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT PCT PCT

PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

40

Method of Payment:
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-3571

Authorization to charge additional fees:

Yes

☒

No

☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Dennis M. de Guzman, Reg. No. I-41,702

Name of Person Signing

Signature

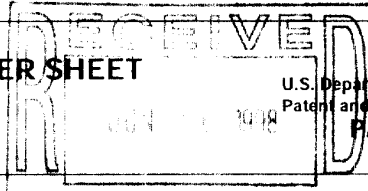
Date

Dennis M de Guzman

June 12, 1998

RECORDATION FORM COVER SHEET
CONTINUATION
PATENTS ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT



Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Enter additional Conveying Parties

Execution Date
Month Day Year

Name (line 1) Marion, Dale

11041996

Name (line 2)

Execution Date
Month Day Year

Name (line 1) Fulmer, Gary B

10151996

Name (line 2)

Execution Date
Month Day Year

Name (line 1)

Name (line 2)

Receiving Party(ies)

☐ Mark if additional names of receiving parties attached

Enter additional Receiving Party(ies)

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

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Application Number(s) or Patent Number(s)

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Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

ASSIGNMENT OF INVENTION

WHEREAS I, Dennis R. Cote, having an address of 5845 Perrie Street, West Linn, Oregon 97068, have made a new and useful invention relating to FRAME FOR CAR WASH EQUIPMENT, for which invention I have executed an application for Letters Patent of the United States, which application has been identified by serial no. 29/085,887, filed in the United States Patent and Trademark Office on March 30, 1998 (authority being hereby given to insert in this assignment the serial number and filing date of said application); and

FOR VALUE RECEIVED, the receipt and sufficiency thereof being hereby acknowledged, I hereby sell, assign, and transfer unto Hanna Sherman International, Inc., as assignee, and its successors, assigns, and legal representatives, my entire right, title, and interest to the above-described invention, for all countries in the world, including all the rights and privileges under any and all Letters Patent that may be granted from the above-described application.

I further request that any and all patents for the invention be issued to the assignee identified above, or to such nominees as the assignee may designate.

I agree that, when requested, I will, without charge to the assignee, but at the assignee's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents for the invention in any and all countries, and for vesting title thereto in the assignee's name.

I authorize and empower the assignee to invoke and claim for any application for patent or other form of protection for the invention filed by the assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may have been or may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization by me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may have been or may henceforth be substituted for it.

I covenant with the assignee that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

SIGNED this 18 day of March, 1998.

Dennis R. Cote
Dennis R. Cote

State of Oregon)
) ss.
County of Clackamas

On this 18th day of March, 1998,
personally appeared before me Dennis R. Cote, to me known to be
the individual described in and who executed the within and
foregoing instrument, and acknowledged that he signed the same as
his free and voluntary act and deed, for the uses and purposes
therein mentioned.



Nina Hedberg
Notary Public for Oregon
My appointment expires: June 27, 2000

ASSIGNMENT OF INVENTION

WHEREAS I, Daniel C. Hanna, Jr., having an address of 12515 S.W. 19th Avenue, Lake Oswego, Oregon 97034, have made a new and useful invention relating to FRAME FOR CAR WASH EQUIPMENT, for which invention I have executed an application for Letters Patent of the United States, which application has been identified by serial no. 29/085,887, filed in the United States Patent and Trademark Office on March 30, 1998 (authority being hereby given to insert in this assignment the serial number and filing date of said application); and

FOR VALUE RECEIVED, the receipt and sufficiency thereof being hereby acknowledged, I hereby sell, assign, and transfer unto Hanna Sherman International, Inc., as assignee, and its successors, assigns, and legal representatives, my entire right, title, and interest to the above-described invention, for all countries in the world, including all the rights and privileges under any and all Letters Patent that may be granted from the above-described application.

I further request that any and all patents for the invention be issued to the assignee identified above, or to such nominees as the assignee may designate.

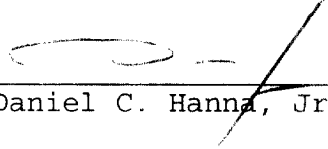
I agree that, when requested, I will, without charge to the assignee, but at the assignee's expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient for securing and maintaining patents for the invention in any and all countries, and for vesting title thereto in the assignee's name.

I authorize and empower the assignee to invoke and claim for any application for patent or other form of protection for the invention filed by the assignee, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may have been or may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization by me.

I hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose, and more particularly, in proof of the right of the assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may have been or may henceforth be substituted for it.

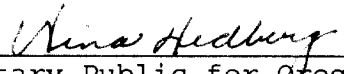
I covenant with the assignee that the rights and property herein conveyed are free and clear of any encumbrance, and that I have full right to convey the same as herein expressed.

SIGNED this 31st day of March, 1998.


Daniel C. Hanna, Jr.

State of Oregon)
County of Clackamas) ss.

On this 31st day of March, 1998, personally appeared before me Daniel C. Hanna, Jr., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.


Notary Public for Oregon
My appointment expires: June 27, 2000



EMPLOYMENT AGREEMENT

This employment agreement is entered into between Hanna-Sherman International, Inc. ("HSI"), and DALE MARION ("Employee"), effective NOVEMBER 4, 1996. The purpose of this agreement is to define the terms and conditions of employment of Employee by HSI.

Employee and HSI agree as follows:

1. Employment. HSI employs Employee under the terms and conditions stated in this agreement.
2. Term. Employee's employment with HSI is at will. HSI and Employee acknowledge that this agreement does not create any obligation on Employee's part to work for HSI, nor for HSI to employ Employee, for any fixed period of time, and that Employee's employment with HSI and this agreement may be terminated at any time and for any lawful reason by either Employee or HSI.
3. Duties. Employee shall use Employee's best efforts to perform all duties assigned to Employee from time to time by HSI.
4. Compensation. HSI shall pay to Employee for services under this agreement a salary as set at the discretion of HSI.
5. Confidential Information. Employee acknowledges that while employed, Employee will receive, develop, or otherwise have access to information of a secret or confidential nature. This information ("Confidential Information") includes, but is not limited to (a) ideas, discoveries, improvements, and inventions related to or suggested by HSI's present or future products or processes and the inventions, ideas, products, and processes of HSI's suppliers ("Inventions"); (b) know-how, technical data, and other information related to products, specifications, processes, manufacturing techniques, procedures, and machinery of HSI and its suppliers; and (c) information related to HSI's business affairs, such as suppliers, bidding procedures, marketing approaches, prices, discounts, manufacturing costs, future plans, and customer lists. Employee acknowledges and agrees that HSI owns all Confidential Information, whether or not developed by Employee, and even though made on Employee's own time and without the use of HSI's equipment.

Except as authorized by HSI, Employee shall maintain the Confidential Information of HSI in confidence, and shall not

make copies or duplicates of, or disclose, divulge, or otherwise communicate such Confidential Information to others, or use the Confidential Information of HSI either during or after Employee's employment with HSI for any purpose except for the exclusive use of HSI. Employee shall further exercise every reasonable precaution to prevent and restrain any unauthorized disclosure of such Confidential Information by any employee, consultant, subcontractor, sublicensee, or agent.

Employee shall promptly reveal all Inventions and other Confidential Information to HSI that Employee makes or conceives while employed. Employee shall keep records of Confidential Information as directed by HSI. All such records and any copies thereof are the property of HSI and shall remain on HSI's premises.

Employee agrees, during and after Employee's employment with HSI, without charge to HSI, but at HSI's request and expense, to assist HSI in every proper way to obtain, vest title in, and enforce patents on Inventions in all countries. In this regard, Employee shall execute all necessary or desirable documents, including applications for patents and assignments thereof, and to testify, if necessary, to protect HSI's rights in such inventions.

Upon termination of employment and at any other time requested by HSI, Employee agrees to return all materials found containing Confidential Information to HSI, without retaining any copies.

6. Covenant Not To Compete. Employee shall not, directly or indirectly, contact or provide products or services to, in competition with HSI, any customer of HSI who Employee had contact with, knowledge of, or access to at any time during Employee's employment with HSI no matter where in the United States Employee or the customer may be located, and Employee shall not perform services for, own an interest in, or otherwise assist any other person or entity other than HSI in so doing.

This covenant not to compete shall be in effect during Employee's employment with HSI. In addition, this covenant not to compete shall remain in effect for a period of 18 months after the termination of Employee's employment with HSI if Employee voluntarily terminates such employment or such employment is terminated by HSI for cause.

If a court determines that the scope of this covenant not to compete is unreasonable in any respect, the covenant shall be modified to be in effect to the maximum extent found reasonable by the court.

7. Enforcement. This agreement shall be construed and enforced in accordance with the laws of the state of Oregon. By signing this agreement, Employee consents to the jurisdiction of the Oregon state courts and the United States District Court for the District of Oregon should HSI seek enforcement of this agreement. Employee further agrees that in the event of actual or threatened breach of this agreement, HSI, in addition to and without limiting any other remedy or right which it may have, shall have the right to obtain preliminary and permanent injunctive relief enjoining such actual or threatened breach issued against Employee by a court of competent jurisdiction.

8. Attorney Fees. If it becomes necessary to enforce this agreement, or any part hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein, including all attorney fees and costs on appeal.

9. Severability. If any provision of this agreement is found invalid, unlawful, or incapable of being enforced, all other provisions of this agreement shall remain in full force and effect.

10. Acknowledgment. By signing this agreement, Employee acknowledges that Employee has carefully read the entire agreement and that Employee is aware of and fully understands the meaning and intent of all the terms and provisions of this agreement and that this agreement has been executed voluntarily.

Executed in duplicate this 4th day of NOVEMBER, 1994.

HANNA-SHERMAN INTERNATIONAL, INC.

EMPLOYEE

By Shelley Crow
Dale Marion

[Signature]
Signature

Title personnel man

Dale Marion
Print name

EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

Your adherence to the Hanna-Sherman International, Inc. policies and procedures should help you achieve growth, security and a successful career with the organization, as well as help the organization operate efficiently.

Please read this Employee Handbook carefully so that you understand all sections. To assure that you are aware of Hanna-Sherman's policies and procedures, you are to sign at the bottom of this page acknowledging you read, understand and agree to comply with these policies. After you sign this sheet, return it, along with the Confidentiality Agreement, to the Personnel Manager within three days. This form will become part of your permanent personnel file.

Open communication is an essential part of the philosophy of Hanna-Sherman International, Inc. We are committed to encouraging the free flow of questions, answers and ideas. We want you to have accurate and timely information about your company, job and benefits.

This handbook is part of our commitment to provide you with more information about your benefits, policies and programs. You should know that the employee handbook is not a contract of employment; that employment is not guaranteed for any particular length of time; and that the provisions of the handbook can be changed by Hanna-Sherman International, Inc. at any time.

This handbook defines the policies and procedures in effect for the non-union employees of Hanna-Sherman International, Inc. The handbook applies to union employees except where the union contract and the handbook conflict. In such cases, the language of the union contract will prevail.

Hanna-Sherman International, Inc. reserves full discretionary authority to interpret and apply, in its sole judgment, all company policies and procedures, including all those summarized in this handbook, and reserves exclusive authority to determine, in its sole judgment, how those policies and procedures apply to specific issues and circumstances.

The company's determination on all such matters is final and binding. This handbook supersedes any other written or oral provisions, descriptions, or understanding of the company's policies and procedures. No employee may become entitled to any benefit, procedure, or right greater than that provided in this handbook without express written approval of the President or Chief Executive Officer of Hanna-Sherman International, Inc.

We urge you to take advantage of this information. If you have questions the handbook doesn't answer, please ask your supervisor or contact the Personnel Manager for further information.

I have read and fully understand the rules governing my employment with Hanna-Sherman International, Inc.. I agree that I will conform to these policies and procedures and further understand and agree, that my employment is for no definite period and may, regardless of the time and manner of payment of my wages and salaries, be terminated at any time by Hanna-Sherman International, Inc. or me, with or without cause, and without any previous notice. Further, I understand that no representative of Hanna-Sherman International, Inc. other than the President or Chief Executive Officer, has authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

It is further understood that all monies and/or payments owed by me to Hanna-Sherman International, Inc. (i.e., payroll advances, commission draws, credit card purchases, negative balances of paid leave) are authorized to be deducted from my final pay check. It is also agreed that any keys, credit cards and telephone calling cards will be turned in before I receive my final check.

NAME Dale Marion

(Print)

(Signature)

Date 11/4/96

EMPLOYMENT AGREEMENT

This employment agreement is entered into between Hanna-Sherman International, Inc. ("HSI"), and GARY FULMER ("Employee"), effective OCTOBER 15, 1996. The purpose of this agreement is to define the terms and conditions of employment of Employee by HSI.

Employee and HSI agree as follows:

1. Employment. HSI employs Employee under the terms and conditions stated in this agreement.

2. Term. Employee's employment with HSI is at will. HSI and Employee acknowledge that this agreement does not create any obligation on Employee's part to work for HSI, nor for HSI to employ Employee, for any fixed period of time, and that Employee's employment with HSI and this agreement may be terminated at any time and for any lawful reason by either Employee or HSI.

3. Duties. Employee shall use Employee's best efforts to perform all duties assigned to Employee from time to time by HSI.

4. Compensation. HSI shall pay to Employee for services under this agreement a salary as set at the discretion of HSI.

5. Confidential Information. Employee acknowledges that while employed, Employee will receive, develop, or otherwise have access to information of a secret or confidential nature. This information ("Confidential Information") includes, but is not limited to (a) ideas, discoveries, improvements, and inventions related to or suggested by HSI's present or future products or processes and the inventions, ideas, products, and processes of HSI's suppliers ("Inventions"); (b) know-how, technical data, and other information related to products, specifications, processes, manufacturing techniques, procedures, and machinery of HSI and its suppliers; and (c) information related to HSI's business affairs, such as suppliers, bidding procedures, marketing approaches, prices, discounts, manufacturing costs, future plans, and customer lists. Employee acknowledges and agrees that HSI owns all Confidential Information, whether or not developed by Employee, and even though made on Employee's own time and without the use of HSI's equipment.

Except as authorized by HSI, Employee shall maintain the Confidential Information of HSI in confidence, and shall not

make copies or duplicates of, or disclose, divulge, or otherwise communicate such Confidential Information to others, or use the Confidential Information of HSI either during or after Employee's employment with HSI for any purpose except for the exclusive use of HSI. Employee shall further exercise every reasonable precaution to prevent and restrain any unauthorized disclosure of such Confidential Information by any employee, consultant, subcontractor, sublicensee, or agent.

Employee shall promptly reveal all Inventions and other Confidential Information to HSI that Employee makes or conceives while employed. Employee shall keep records of Confidential Information as directed by HSI. All such records and any copies thereof are the property of HSI and shall remain on HSI's premises.

Employee agrees, during and after Employee's employment with HSI, without charge to HSI, but at HSI's request and expense, to assist HSI in every proper way to obtain, vest title in, and enforce patents on Inventions in all countries. In this regard, Employee shall execute all necessary or desirable documents, including applications for patents and assignments thereof, and to testify, if necessary, to protect HSI's rights in such inventions.

Upon termination of employment and at any other time requested by HSI, Employee agrees to return all materials found containing Confidential Information to HSI, without retaining any copies.

6. Covenant Not To Compete. Employee shall not, directly or indirectly, contact or provide products or services to, in competition with HSI, any customer of HSI who Employee had contact with, knowledge of, or access to at any time during Employee's employment with HSI no matter where in the United States Employee or the customer may be located, and Employee shall not perform services for, own an interest in, or otherwise assist any other person or entity other than HSI in so doing.

This covenant not to compete shall be in effect during Employee's employment with HSI. In addition, this covenant not to compete shall remain in effect for a period of 18 months after the termination of Employee's employment with HSI if Employee voluntarily terminates such employment or such employment is terminated by HSI for cause.

If a court determines that the scope of this covenant not to compete is unreasonable in any respect, the covenant shall be modified to be in effect to the maximum extent found reasonable by the court.

7. Enforcement. This agreement shall be construed and enforced in accordance with the laws of the state of Oregon. By signing this agreement, **Employee** consents to the jurisdiction of the Oregon state courts and the United States District Court for the District of Oregon should HSI seek enforcement of this agreement. **Employee** further agrees that in the event of actual or threatened breach of this agreement, HSI, in addition to and without limiting any other remedy or right which it may have, shall have the right to obtain preliminary and permanent injunctive relief enjoining such actual or threatened breach issued against **Employee** by a court of competent jurisdiction.

8. Attorney Fees. If it becomes necessary to enforce this agreement, or any part hereof, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein, including all attorney fees and costs on appeal.

9. Severability. If any provision of this agreement is found invalid, unlawful, or incapable of being enforced, all other provisions of this agreement shall remain in full force and effect.

10. Acknowledgment. By signing this agreement, **Employee** acknowledges that **Employee** has carefully read the entire agreement and that **Employee** is aware of and fully understands the meaning and intent of all the terms and provisions of this agreement and that this agreement has been executed voluntarily.

Executed in duplicate this 15th day of OCTOBER, 1996.

HANNA-SHERMAN INTERNATIONAL, INC.

EMPLOYEE

By Shelley Grover


Signature

Title personnel Manager

Gary B. Fulmer
Print Name

EMPLOYEE RECEIPT AND ACKNOWLEDGMENT

Your adherence to the Hanna-Sherman International, Inc. policies and procedures should help you achieve growth, security and a successful career with the organization, as well as help the organization operate efficiently.

Please read this Employee Handbook carefully so that you understand all sections. To assure that you are aware of Hanna-Sherman's policies and procedures, you are to sign at the bottom of this page acknowledging you read, understand and agree to comply with these policies. After you sign this sheet, return it, along with the Confidentiality Agreement, to the Personnel Manager within three days. This form will become part of your permanent personnel file.

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This handbook is part of our commitment to provide you with more information about your benefits, policies and programs. You should know that the employee handbook is not a contract of employment; that employment is not guaranteed for any particular length of time; and that the provisions of the handbook can be changed by Hanna-Sherman International, Inc. at any time.

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Hanna-Sherman International, Inc. reserves full discretionary authority to interpret and apply, in its sole judgment, all company policies and procedures, including all those summarized in this handbook, and reserves exclusive authority to determine, in its sole judgment, how those policies and procedures apply to specific issues and circumstances.

The company's determination on all such matters is final and binding. This handbook supersedes any other written or oral provisions, descriptions, or understanding of the company's policies and procedures. No employee may become entitled to any benefit, procedure, or right greater than that provided in this handbook without express written approval of the President or Chief Executive Officer of Hanna-Sherman International, Inc.

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It is further understood that all monies and/or payments owed by me to Hanna-Sherman International, Inc. (i.e., payroll advances, commission draws, credit card purchases, negative balances of paid leave) are authorized to be deducted from my final pay check. It is also agreed that any keys, credit cards and telephone calling cards will be turned in before I receive my final check.

NAME Gary B. Futner
(Print)

[Signature]
(Signature)

Date 10-15-96