

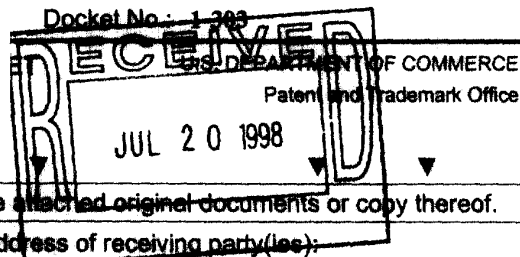
Docket No.: 1-203

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0851-0011 (exp. 4/94)
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POBA/REV02

07-23-1998



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Grant W. Robertson

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: 1/23/95, 1/30/95, 2/9/95, 2/9/95

2. Name and address of receiving party(ies):

Name: Arthur J. Gresh

Address: 2334 Bob White Lane

City: Lancaster

State/Prov.: PA

Country: U.S.A.

ZIP: 17602

Additional name(s) & address(es)

☒ Yes ☐ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

5,547,448

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jeffrey S. Habib

Registration No. P-42,615

Address: Thomas Hooker, P.C.

100 Chestnut Street, Suite 304

City: Harrisburg

State/Prov.: PA

Country: U.S.A.

ZIP: 17101

6. Total number of applications and patents involved:

one

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2733

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9. 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.

Arthur J. Gresh

Name of Person Signing

Signature

July 11 1998

Date

Total number of pages including cover sheet, attachments, and

four

REEL: 9328 FRAME: 0883

Docket No. 1-303

Additional names and address of receiving parties:

Lee R. Bandy
33 East Rhodes Avenue
West Chester, PA 19380

Thomas A. Scamuffa
31 Red Oak Drive
Coatesville, PA 19320

Grant W. Robertson
c/o LG Industries
Waterworks Road
P.O. Box 329
Wagontown, PA 19376-0329

CONTRACT AGREEMENT

This Agreement made this 20th day of January, 1995, between Grant W. Robertson, first party, and Lee R. Bandy, Arthur J. Gresh, and Thomas A. Scamuffa, second parties, witnesseth:

WHEREAS, on or about the October 28, 1993, the party of the first part did execute an application for Letters Patent of the United States, Serial No. 08/144,864 for a certain new and useful JOURNAL EQUIPPED ROTATIONAL DEVICES AND METHODS OF MAKING AND BALANCING THE SAME.

WHEREAS, SIMON-LG Industries, a Delaware corporation, given first opportunity and assignment, no longer desirous of acquiring said invention and said application for Letters Patent, for the sum of One Dollar, granted assignment of the patent to the Inventor, Grant W. Robertson, on the 13th day of January, 1995, all without further compensation.

WHEREAS, it is the desire of the party of the first part to procure financial assistance from parties of the second part for the purpose of securing the patent rights.

NOW, THEREFORE, it is agreed that all parties will equally fund the patent application and all associated costs until such time that the patent rights are issued. All parties further agree to contribute an initial investment of \$750 each, to be placed in a joint bank account, in the United States, state of Pennsylvania.

In consideration of all, and singular the above, the party of the first part does hereby transfer, assign, and set over to parties of the second part a 25% interest, thus providing equal shares of patent ownership to each of all parties.

It is further agreed by the parties hereto that, upon the patent rights issuance, the patent will become an asset in an S-Corporation, being formed by the parties, for the purpose of exploiting and promoting the manufacture and sale of the device.

It is further agreed that upon incorporating, all of the parties will have equal ownership, stock and rights with regard to the device, its promotion, and profits and losses, as well as rights to any improvement thereon hereafter obtained.

It is further agreed that this contract will continue in force for a period not to exceed one year from the execution date, or by agreement, or by operation of law, or by the formation of the aforementioned S-Corporation.

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CONTRACT AGREEMENT
(continued)

It is further agreed that a capital account record shall be maintained for each party. The capital of each party shall consist of that party's original contribution of capital, and increased by additional capital contributions and decreased by distributions. Books of accounts will be maintained, wherein, all books, records, and accounts shall be open at all times to inspection by the parties, or their designated representatives. The books of account shall be kept on a cash basis and audited by an accountant at the close of the contract or fiscal year; beginning January 1st and ending at December 31st.

This Agreement shall be binding upon the successors, heirs, executors, administrators, and assigns of the respective parties hereto.

Grant W. Robertson
Grant W. Robertson

23rd Jan 95
Date

Lee R. Bandy
Lee R. Bandy

JAN 30, 1995
Date

Arthur J. Gresh
Arthur J. Gresh

FEB 9, 1995
Date

Thomas A. Scamuffa
Thomas A. Scamuffa

FEB 9, 1995
Date