09-	16-1998
1 PTO 1505 8-82) No. 0651-0011 (emp. 494) SEP - 4 1998 (2	T U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patients and Trademarks:	Please record the attached original documents or copy thereof.
Name of conveying party(les):  Michael R. Tinkler	2. Name and address of receiving party(les)  Name: Snow Stix, Inc.  Internal Address:
Rional name(s) of conveying party(les) attached? 🗆 Yes 🔼 No	
Nature of conveyance:	
St Assignment   Merger	Street Address: 1130 Fifth Street
☐ Security Agreement ☐ Change of Name	·
Other	City: Hood River State: OR ZIP: 97031
ocution Date: August 15, 1995	Additional name(s) & address(es) attached? C Yes & No
Application number(s) or patent number(s):	
5,284,357 Additional numbers	ettached? 🗆 Yee <sup>V</sup> & No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:
Name; Stephanie M. Burns	7. Total fee (37 CFR 5.41)\$ 40.00
internal Address:	XX Enclosed YOE
DAVIS WRIGHT TREMAINE LLP	Authorized to be charged to deposit account
Street Address: 1300 S.W. Fifth Avenue Suite 2300	8. Deposit account number:
City: Portland State: OR ZIP: 97201	(Attach duplicate copy of this page if paying by deposit account)
DO NOT	USE THIS SPACE
Statement and signature. To the best of my knowledge and belief, the foregoing info the original document.	mation is true and correct and any attached copy is a true copy of
Stephanie M. Burns Name of Person Signing	Signature Dete
Mail documents to be recorded will Commissioner of Patents &	ing cover sheet, attachments, and document: Ith required cover sheet information to: Trademunics, Box Assignments on: D.C. 20231

REEL: 9436 FRAME: 0800

### ABSOLUTE PATENT AND PATENT APPLICATION ASSIGNMENT

This Absolute Patent and Patent Application Assignment dated July 29, 1993 (the "Patent Assignment"), is between Michael Tinkler ("Assignor") and Snow Stix, Inc., an Oregon corporation ("Assignee").

#### INTRODUCTION

A. Assignor is the owner of a federal patent No. 5,284,357 which is used in the manufacturing, marketing and distribution of a device for damping deflections and vibrations in skis and snow boards. Assignor is also the applicant under an international patent application PCT/US92/09301, filed November 1, 1991, for the same product. Assignee is acquiring the patent and patent applications owned by Assignor as part of Assignor's capital contribution to Assignee.

### **AGREEMENT**

Therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Definitions</u>. The term "Patents" shall mean all patents and patent applications of the United States or any other county, issued or pending, including the patents listed in Section A above, together with all income, royalties, shop rights, damages and payments thereto, the right to sue for infringements thereof, and all rights thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuation-in-part thereof.
- 2. <u>Assignment</u>. Assignor hereby assigns to Assignee all of the Assignor's right, title and interest in, to each Patent and all registrations and recordings thereof.

# 3. Miscellaneous.

(a) Assignor represents and warrants to the Assignee that (i) as of the date hereof it has no right, title or interest in any patent, patent registration or patent application, except as set forth in Section A above, and (ii) this Patent Assignment, or any of its provisions, is not prohibited or restricted by, and does not conflict with the terms of any agreement to which the Assignor is bound.

# 1 - ABSOLUTE PATENT AND PATENT APPLICATION ASSIGNMENT

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(b) This Patent Assignment shall be governed by and construed and enforced accordance with the laws of the State of Oregon and the relevant laws of the United States of		
America.	Executed as of the 15th day of	august
	Executed as of the 15 day of	of انظر 1995. - انظر 1995.
	ASSIGNOR:	
		Michael Jinkler Michael Tinkler
	ASSIGNEE:	SNOW STIX, INC.
		By: Muchael Jank or Michael Tinkler, President
STATE OF OF	•	
County of Hostilive )		
On this 15 day of <u>Quant</u> , 1995, personally appeared MICHAEL TINKLER, personally known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same freely and voluntarily.		
		Cu Ballin
		NOTARY PUBLIC FOR OREGON
		My Commission Expires: 15/16/98
STATE OF OF	· · · · · · · · · · · · · · · · · · ·	S COMPONE SEAL STATES
County of <u></u>	) \$\$. <u>od /Civ</u> - )	CEMMISSION EXHIBES COT. 16 1993
On this /5th day of, 1995, before me, the undersigned Notary Public in and for said State, personally appeared MICHAEL TINKLER, known to me to be the President of Snow Stix, Inc., an Oregon corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.		
		( ! 2/1/M/
		NOTARY PUBLIC FOR OREGON
		My Commission Expires:
2 - ABSOLUT f:\71\711086\3\pateni01.	E PATENT AND PATENT API doc 7/25/95 8:00em	PLICATION ASSIGNMENT  OFFICIAL SEAL  CONNIE L. ACKEN  NOTARY PUBLIC-OREGON COMMISSION NO. 037504

**RECORDED: 09/04/1998** 

IISSION EXPIRES OCT. 16 1998

**PATENT REEL: 9436 FRAME: 0802**