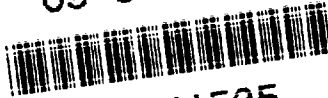


09-30-1998

FORM PTO-1595

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9-24-98 RE



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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

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

1. Name of conveying party(ies):

HAROLD J. WEBER

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: HAROLD J. WEBER AS TRUSTEE

Internal Address: EFFECTUAL PATENT TRUST

Street Address: P.O. BOX 6161

HOLLISTON, MA 01746-6161

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other \_\_\_\_\_

Execution Date: APRIL 21, 1998

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

B. Patent No.(s)

5,698,907

Additional numbers attached?  Yes  No

12/16/97

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

Name: HAROLD J. WEBER

Dr. Harold Weber  
P.O. Box 169  
Centerville, MA 02632

Street Address: PO BOX 169

Centerville, MA 02632-0169

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

Enclosed 67787401623

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

HAROLD J. WEBER  
Name of Person Signing

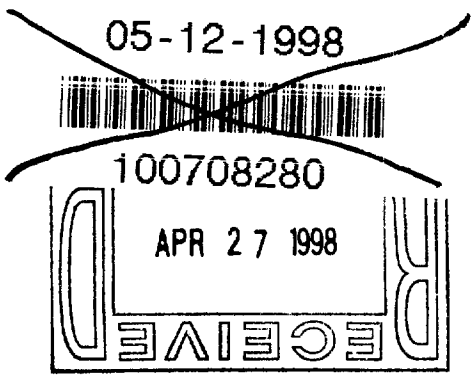
*Harold Weber*  
Signature

9/18/98  
Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

MRD  
4-27-98



Harold J. Weber  
P.O. Box 6161  
Holliston, MA 01746

April 22, 1998

Box: Assignments  
U.S. Patent & Trademark Office  
Washington, DC 20231

**ASSIGNMENTS: US PATENT 5,698,907**

**AN ASSIGNMENT FOR FOR ONE US PATENT No. 5,698,907  
TOGETHER WITH SUPPORTING TRUST FORM DOCUMENTS IS  
ENCLOSED FOR RECORDING TOGETHER WITH A FEE  
PAYMENT OF \$40.00 US**

**PLEASE RECORD THESE DOCUMENTS AND RETURN TO ME  
WITH REEL AND FRAME NUMBER.**

**MO #67787401623 \$40 980421 026720**

**BEST REGARDS,**

*Harold J. Weber*  
**Harold J. Weber  
Assignee**

05/07/1998 SSMITH 00000121 5698907

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40.00 OP



**PATENT  
REEL: 9472 FRAME: 0828**

# UNITED STATES PATENT AND TRADEMARK OFFICE

## ASSIGNMENT OF A LETTERS PATENT

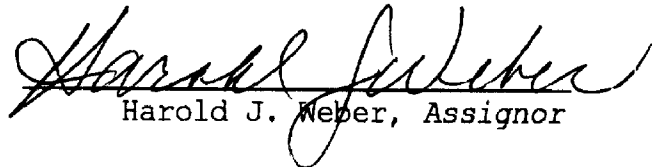
In consideration of One Dollar and other good and valuable consideration, of which receipt is acknowledged, I Harold J. Weber, 560 Washington St., P.O. Box 6161, Holliston, MA 01746 being a sole owner of entire right, title, and interest in an

United States Letter Patent No. **5,698,907** for a "Motor Vehicle Electric Window Control and Closure Override Method and Apparatus", granted in the name of Harold J. Weber, on December 16, 1997,

hereby sell and assign to Harold J. Weber, not as an individual but as trustee of **EFFECTROL PATENT TRUST** of 560 Washington St., P.O.Box 6161, Holliston, MA 01746, described under a Declaration of Trust dated April ~~15~~ <sup>d/ 15</sup>, 1998 and recorded herewith with the assignment branch of the United States Patent and Trademark Office, his entire right, title, and interest in said Letters Patent, to be held and enjoyed by the **EFFECTROL PATENT TRUST**, its successors, and assigns, as fully and entirely as the same would have been held and enjoyed by Harold J. Weber as an individual had the assignment and sale not have been made.

Executed as a sealed instrument this 21<sup>st</sup> day of April 1998.

(US Patent No. **5,698,907**)

  
Harold J. Weber, Assignor

00:A1-P907A  
Xref: 98PT30-1

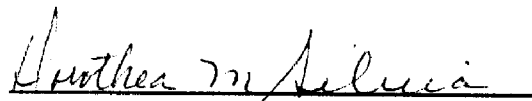
### COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

Date: April 21, 1998

Then personally appeared the above named Harold J. Weber, made known to me, and acknowledged his execution of the foregoing assignment to be his free act and deed, before me

(SEAL)

  
Notary Public for the  
Commonwealth of Massachusetts

My commission expires: January 27, 2000

# Declaration of Trust of EFFECTROL Patent Trust

## Part 1. Trust Name

5 This trust shall be designated and hereafter known as the:

**EFFECTROL Patent Trust.**

## Part 2. Declaration of Trust

10 This Declaration of Trust is entered into by **Harold J. Weber** as the Grantor  
and hereinafter the original "Trustee". The Trustee declares that he agrees  
to hold any and all property that may be transferred to or acquired by the  
Trustee, and hereinafter referred to as "Trust Property", in trust,  
15 according to and for the purposes set forth by this Declaration of Trust.  
The Trustee may, without limitation, add property to the trust at any time.  
This Declaration of Trust shall include any provisions added or modified by  
a valid amendment.

## Part 3. Purpose of Trust

20 The purpose of the trust is to own, hold, maintain, protect, obligate,  
license, assign, sell and service Trust Property for benefit of the parties  
having a beneficial interest in the trust; and to do and perform all things  
desirable and lawful for carrying out this purpose. It is intended that this  
trust and all provisions of this Declaration of Trust shall be interpreted  
25 to qualify under provisions of the Internal Revenue Code as a Revokable  
Living Trust.

## Part 4. Duration of Trust

30 This trust shall continue until revoked as provided for in **Part 5**, until  
terminated in the manner provided in **Part 10** or on the sale and conversion  
into cash of the Trust Property, whichever event shall first occur, provided  
however, that this trust shall in any event terminate the latter occurrence  
of either twenty (20) years after the death of the Grantor and original  
35 Trustee herein named or upon the youngest living Secondary Beneficiary named  
under **Part 11** having reached the age indicated in that **Part 11**. This  
provision is to be construed as a part of and as an absolute limitation upon  
the duration of the trust.

## Part 5. Amendment and Revocation

### A. Amendment or Revocation by Grantor.

40 The Grantor may amend or revoke this trust at any time, without a  
requirement for notifying any beneficiary or successor trustee. An  
amendment to the Trust, and including **Schedules A, B and C**, must be made  
in writing and signed by the Grantor as the original trustee, dated and  
45 notarized. Revocation of the trust by the Grantor may be in writing or  
any manner allowed by law.

**B. Amendment or Revocation by Other Person**

The power to revoke or amend this Trust, or to amend the **Schedules A, B and C**, are absolutely personal to the Grantor as the original Trustee. A conservator, guardian, beneficiary, successor trustee or other person shall not exercise, nor attempt to exercise, revocation or amendment of this Trust on behalf of the Grantor, unless the Grantor expressly grants a specific power to revoke or amend this trust in a Durable Power of Attorney.

**Part 6. Payments From Trust During Grantor's Lifetime.**

The Trustee shall pay to or use for the benefit of the Grantor as much of the net income and principal of the Trust Property as the Grantor requests or requires. Income shall be paid to the Grantor at least annually.

**Part 7. Trustees**

**A. Original Trustee**

**Harold J. Weber** is the "Grantor" and is exclusively and irrevocably the sole "Original Trustee" under **Part 2** and **Part 5** and elsewhere as it may appear in this Declaration of Trust.

**B. Successor Trustee**

Upon a resignation by, or the death, or bankruptcy, or incapacity of, Harold J. Weber as the Grantor, the Trustee of this Trust and of any Children's Subtrusts created by it shall be the party named as successor trustee in a **Schedule A** attached hereto, and if more than one party is named as a successor trustee they shall act as joint Trustees. A successor trustee shall recognize and abide with the limitations imposed by **Part 5**, denying certain powers which are absolutely personal to the Grantor as the original Trustee.

**C. Trustee's Responsibility**

The Trustee in office shall serve as Trustee of all trusts created under this Declaration of Trust, including one or more Children's Subtrusts.

**D. Terminology**

In this Declaration of Trust, wherever the term "Trustee" appears it shall be construed to include the Grantor and original trustee, successor trustees or alternate successor trustees serving as the Trustee of this trust. The singular "Trustee" also includes the plural.

**E. Resignation of a Trustee**

Any Trustee in office may resign at any time by signing and notarizing a notice of resignation. The resignation must be delivered to the person or institution who is either named in this Declaration of Trust, or appointed by the Trustee under **Part 7, Section F**, to next serve as the Trustee.

**F. Power to Appoint Successor Trustee.**

If no one named in this Declaration of Trust as a successor trustee or alternate successor trustee is willing or able to serve as Trustee, the last acting Trustee may appoint a successor trustee and may require the posting of a reasonable bond, to be paid for from the Trust Property. The appointment must be made in writing, signed by the Trustee and notarized.

**G. Bond.**

No bond shall be required for any Trustee named in this Declaration of Trust.

## **H. Compensation.**

No Trustee shall receive any compensation for serving as Trustee, unless the Trustee serves as a Trustee of a Child's Subtrust created by this Declaration of Trust.

## **I. Trustee as Beneficiary**

A Trustee indicated under this **Part 7** may also be a Beneficiary of the Trust without construing a conflict of interest.

## **J. Liability of Trustee**

With respect to the exercise or non-exercise of discretionary powers granted by this Declaration of Trust, the Trustee shall not be liable for actions taken in good faith. Such actions shall be binding on all persons interested in the Trust Property.

# **Part 8. Trustee's Management Powers and Duties**

## **A. Powers Under State Law**

The Trustee shall have all authority and powers allowed or conferred on a Trustee under Massachusetts law, subject to the Trustee's fiduciary duty to the Grantor and the beneficiaries.

## **B. Specified Powers**

The Trustee's powers shall also include:

1. The power to borrow money and to encumber Trust Property, including trust owned real estate, by mortgage, deed of trust, title lien or other method.
2. The power to manage trust owned real estate property as if the Trustee were the absolute owner of it, including the power to lease (even if the lease term may extend beyond the period of any trust) or grant options to lease, to rent, to make repairs or alternations, and to insure the trust owned real estate property against loss.
3. The power to invest Trust Property in every kind of property and every kind of investment, including but not limited to stocks, bonds, mutual funds, debentures, notes, mortgages, stock options and futures, at public or private sale with or without a broker and for cash or on credit including purchase of securities on margin and short sales of securities.
4. The power to obtain and maintain a patent or a copyright for trust intellectual property.
5. The power to represent intellectual property interests of the Trust before regulating agencies such as the U.S. Patent and Trademark Office.
6. The power to license, assign, buy, sell, transfer and grant options for trust intellectual property, including patents, copyrights, trademarks, software and trade secrets, and to assess and collect royalties and fees on such property.
7. The power to receive additional property from any source and add it to any trust created by this Declaration of Trust.
8. The power to hold or register Trust Property requiring a deed, title, grant, stock certificate, bond, letters patent, copyright, license, assignment or equivalent legal acknowledgment in the name of the Trust.
9. The power to assert and fully defend legally protected property rights for and on behalf of the Trust Property.

10. The power to employ and pay reasonable fees to accountants, lawyers, brokers or investment experts and related services for information or advice relating to the trust.
11. The power to deposit and hold trust funds in both interest-bearing and non-interest bearing accounts.
12. The power to rent and maintain a safe deposit box in the name of and for benefit of the Trust.
13. The power to deposit funds in bank accounts, money market funds, brokerage accounts, or other money accounts that may or may not be insured by FDIC coverage.
14. The power to enter into electronic fund transfer or ATM Card access arrangements with financial institutions.

### **C. Principal Duty of Trustee**

It is the principal duty of the Trustee to conserve the Trust Property and to utilize income produced by the Trust Property to benefit the Trust.

### **Part 9. Incapacity of Grantor.**

1. If the Grantor becomes physically or mentally incapacitated, whether or not a court has declared the Grantor incompetent or in need of a conservator or guardian, the successor trustee named in **Part 7** shall become the Trustee. Incapacity must be certified in writing by at least two licensed physicians who are disassociated with one-another.
2. Upon a certification of incapacity, the successor trustee acting as the Trustee shall manage the Trust Property.
3. The successor trustee shall use any amount of trust income or Trust Property necessary for the Grantor's proper health care, support, maintenance, comfort and welfare, in accordance with the Grantor's accustomed manner of living.
4. The successor trustee shall use any amount of the trust income or Trust Property as may be necessary from time-to-time in order to maintain the Trust Property in good standing regarding timely payment of taxes, license fees, intellectual property fees and similar expenses produced with receipt documentation.
5. Any income not spent for the benefit of the Grantor shall be accumulated and added to the Trust Property.
6. The successor trustee shall continue to manage the trust until a licensed physician selected by the Grantor and paid for by the trust certifies in writing that the Grantor is believed to again be able to manage his own affairs.
7. Use of Trust Property or Trust income by any party except for benefit of the Grantor in accordance with this **Part 9** is absolutely not permitted.

### **Part 10. Death of Grantor**

1. When the Grantor dies, this trust shall become irrevocable. It may not be amended or altered except as provided for by this Declaration of Trust. It may be terminated only by the distributions authorized by this Declaration of Trust.
2. The Trustee may pay out of Trust Property such amounts as necessary for payments of the Grantor's debts, estate taxes and expenses of the

## Part 11. Beneficiaries

At the death of the Grantor, the Trust Property shall automatically vest in the Beneficiaries and the Trustees shall distribute the Trust Property to those persons named in **Schedule B**, "Schedule of Primary Beneficiaries" and, if applicable, **Schedule C**, "Schedule of Secondary Beneficiaries", subject to provisions in this Declaration of Trust that create Children's Subtrusts or create custodianships under the Uniform Transfers to Minors Act, and in accord with the following instruction:

1. The First Primary Beneficiary and the Second Primary Beneficiary named in **Schedule B** shall be given all of the Grantor's interest in the Trust Property in equal shares.
2. If the First Primary Beneficiary named in **Schedule B** does not survive the Grantor by 120 hours, all of the First Primary Beneficiary's interest in the trust property shall be equally shared by surviving members of the First Group of Secondary Beneficiaries named under **Schedule C**.
3. If the Second Primary Beneficiary named in **Schedule B** does not survive the Grantor by 120 hours, all of the Second Primary Beneficiary's interest in the trust property shall be equally shared by surviving members of the Second Group of Secondary Beneficiaries named under **Schedule C**.

## Part 12. Children's Subtrusts.

### A. Secondary Beneficiaries for Whom Subtrusts May be Created

If at the Grantor's death an individual Secondary Beneficiary named under **Schedule C** has not yet reached the age of thirty-two (32) years, any portion of Trust Property that individual Secondary Beneficiary becomes entitled to under **Part 11** shall be kept in a separate Child's Subtrust, under the provisions of this **Part 12**, until that individual Secondary Beneficiary reaches the age of thirty-two (32) years whereupon that individual Secondary Beneficiary shall become the sole beneficiary of the Trust Property held in the separate Child's Subtrust.

### B. Structure of Children's Subtrusts

Every individual Secondary Beneficiary who qualifies for a separate Child's Subtrust under this **Part 13** shall have his or her portion of Trust Property held in a distinctively separate Child's Subtrust and not commingled with another Child's Subtrust which may be otherwise maintained for benefit of a different Secondary Beneficiary.

### C. Powers of a Children's Subtrust Trustee

1. The Trustee may distribute as much of the net income or principal kept in or produced by the Child's Subtrust as the Trustee deems necessary for the individual Secondary Beneficiary's health, support, maintenance, legal defense or education. Education includes, but is not limited to, college, graduate, postgraduate and vocational studies, and reasonably related living expenses.
2. In deciding whether or not to make a distribution, the Trustee may take into account the individual Secondary Beneficiary's other income, resources and sources of support. Any subtrust income not distributed by the Trustee shall be accumulated and added to the principal of the individual Second Beneficiary's subtrust.



3. It is the duty of the Trustee to conserve the Trust Property and thereby deny distribution for any expense beyond those which are specifically cited in this **Part 12** and in particular to deny expense which may be reasonably construed as frivolous, or not in the best interest of the individual Second Beneficiary.

5 **C. Assignment of a Child's Subtrust Assets.**

The individual Secondary Beneficiary's interests in a Child's Subtrust shall not be transferrable by voluntary or involuntary assignment or by operation of law before receipt by the beneficiary. They shall be free from the claims of creditors and from attachments, execution, bankruptcy, liability or other legal process to the fullest extent permitted by law.

10 **D. Compensation of Trustee.**

Any Trustee of a Child's Subtrust created under this Declaration of Trust shall be entitled to a reasonable compensation out of the subtrust assets for ordinary and extraordinary services, and for all services in connection with the termination of any subtrust.

15 **E. Termination of Subtrusts**

A Child's Subtrust shall end when any of the following events occurs:

- 20
1. The beneficiary of the Child's Subtrust dies. If the Child's Subtrust ends for this reason, the Child's Subtrust property shall pass to that beneficiary's heirs.
  2. The beneficiary of the Child's Subtrust reaches the age specified in **Section A** of this **Part 12**. If the subtrust ends for this reason, the remaining principal and accumulated income of the Child's Subtrust shall be given outright to the beneficiary.
  - 25 3. The Trustee distributes all Child's Subtrust property under the provisions of this Declaration of Trust.

**Part 13. Grantor's Right to Homestead Tax Exemption**

30 If the Grantor's principal residence is transferred to the trust, Grantor has the right to possess and occupy it for life, rent-free and without charge except for taxes, insurance, maintenance and related costs and expenses. This right is intended to give Grantor a beneficial interest in the property and to ensure that Grantor does not lose eligibility for a state homestead tax exemption for which he otherwise qualifies.

35 **Part 14. Miscellaneous**

- 40
1. Any person, individual, trust, partnership, proprietorship, corporation or other legal entity transacting business with any Trustee on behalf of the Trust may accept a duplicate or copy of this Declaration of Trust or of any amendment thereto when the duplicate or copy is duly acknowledged or certified by the Trustee as a true copy before a Notary Public.
  - 45 2. Any Registry of Deeds, Recorder of Deeds, Land Court, Clerk of a Court, U.S. Patent and Trademark Office, or other public entity requiring a copy of the Declaration of Trust for any purpose whatsoever may accept a duplicate copy of this Declaration of Trust or of any amendment thereto when the duplicate or copy is duly acknowledged or certified by the Trustee as a true copy before a Notary Public.
  - 50 3. Order of appearance and captions given to various Parts of this Declaration of Trust are used merely as a matter of convenience and

are not to be construed as limiting upon the scope or intent of the Declaration of Trust.

4. This Trust shall be deemed to be a Massachusetts trust and shall in all matters be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

5. The language of this Declaration of Trust shall be considered gender neutral for purpose of interpretation.

**Part 15. Severability of Clauses.**

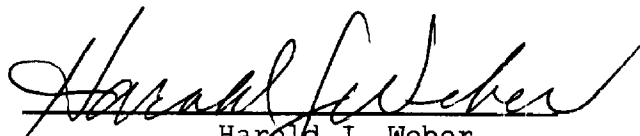
If any provision of this Declaration of Trust is ruled unenforceable, the remaining provisions shall stay in effect and be binding as though the unenforceable part is deleted.

**Part 16. Address of Trust**

For purpose of this Declaration of Trust the mailing address shall be: **EFFECTROL PATENT TRUST**, P.O.Box 6161, Holliston, MA 01746-6161.

**Certification of Grantor**

I, **Harold J. Weber**, certify that I have read this Declaration of Trust and that it correctly states the terms and conditions under which the Trust Property is to be held, managed and disposed of by the Trustee, and I approve the Declaration of Trust as the Grantor and as signed by me this the 21<sup>st</sup> day of April 1998.

  
Harold J. Weber,  
Grantor and Trustee

**98TR30-1 Rev. 0**

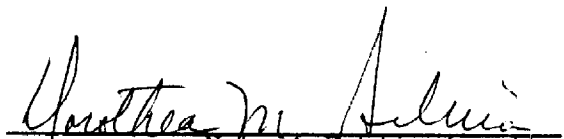
**COMMONWEALTH OF MASSACHUSETTS**

County of Barnstable

Date: April 21, 1998

Then personally appeared the above named Harold J. Weber, made known to me, and acknowledged his execution of the foregoing Declaration of Trust to be his free act and deed, as grantor and trustee, before me

**(SEAL)**

  
Notary Public for the  
Commonwealth of Massachusetts

My commission expires January 27, 2000

# EFFECTROL PATENT TRUST

## Schedule A

### Schedule of Successor Trustees

The following persons are named as successor trustee to the original Trustee for the purposes described under **Section 7** and elsewhere in the Declaration of Trust. Their order of appearance is merely chronological based upon birth year and shall not necessarily indicate a preference or superior authority.

**Rebecca Ann Weber-Bouchard**, daughter of Harold J. Weber, DOB **08/25/61**

**Kara Lee Weber-Taylor**, daughter of Harold J. Weber, DOB **02/20/65**

## Schedule B

### Schedule of Primary Beneficiaries

#### 1. First Primary Beneficiary

**Rebecca Ann Weber-Bouchard**, a Daughter of Harold J. Weber  
144 Main Street, Medway, Massachusetts 02053, DOB **08/25/61**

#### 2. Second Primary Beneficiary

**Kara Lee Weber-Taylor**, a Daughter of Harold J. Weber  
76 Mt. Vickory Road, Southborough, Massachusetts 01772, DOB **02/20/65**

## Schedule C

### Schedule of Secondary Beneficiaries

#### 1. First Group of Secondary Beneficiaries

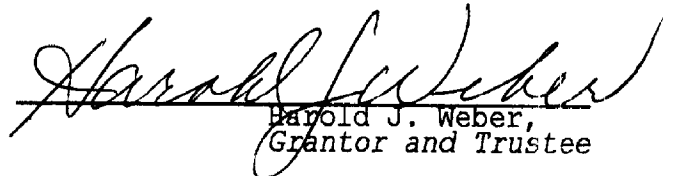
**1.1 Mollie Elizabeth Bouchard**, a Daughter of Rebecca Ann Weber-Bouchard,  
DOB **07/15/91**

**1.2 Sarah Rose Bouchard**, a Daughter of Rebecca Ann Weber-Bouchard, DOB  
**05/16/94**

#### 2. Second Group of Secondary Beneficiaries

**2.1 Brittney Lee Weber**, a Daughter of Kara Lee Weber-Taylor, DOB  
**06/11/91**

**2.2 Phillip James Weber**, a Son of Kara Lee Weber-Taylor, DOB **07/21/93**

  
Harold J. Weber,  
Grantor and Trustee

98TR30-1

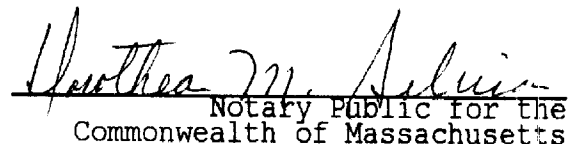
## COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

Date: April 21, 1998

Then personally appeared the above named Harold J. Weber, made known to me, and acknowledged his execution of the foregoing Schedules **A**, **B** and **C** to be his free act and deed, as grantor and trustee, before me

(SEAL)

  
Heather M. Sullivan  
Notary Public for the  
Commonwealth of Massachusetts

My commission expires January 27, 2000