

RECORDATION

PAT

Docket No.: 14438.10

11-16-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



100877189

Tab settings → → →

To the Honorable Commissioner of Patents and Trademarks, please receive the enclosed documents or copy thereof.

1. Name of conveying party(ies):

Darin B. Newell

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

Name: Open Sea Corporation

Internal Address: \_\_\_\_\_

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 426 Whitepine Drive

City: Salt Lake City

State: UT

ZIP: 84123

Execution Date: October 28, 1998

Additional name(s) & address(es) attached? ☐ 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: \_\_\_\_\_

A. Patent Application No.(s)

29/094,655

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Kevin B. Laurence

Internal Address: WORKMAN, NYDEGGER & SEELEY

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City

State: UT

ZIP: 84111

6. Total number of applications and patents involved:

1

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:

23-3178

11/13/1998 DNGUYEN 00000306 29094655

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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.

Kevin B. Laurence, Reg. No. 38,219

Name of Person Signing

Signature

Nov. 4, 1998

Date

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

4

PATENT

REEL: 9574 FRAME: 0463

Workman, Nydegger & Seeley  
1000 Eagle Gate Tower  
60 East South Temple  
Salt Lake City, Utah 84111

### ASSIGNMENT

I, Darin B. Newell, of 8446 South 1475 East, Sandy, Utah 84093, have invented a new, original, and ornamental design for PROTECTIVE EYEWEAR, hereinafter called the "invention."

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by me and now identified as File No. 14438.6 of the law firm of Workman, Nydegger & Seeley, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 29/094,655 on Oct. 7, 1998. (I hereby authorize the attorneys of Workman, Nydegger & Seeley to insert said serial number and filing date when known.)

The Assignee, Open Sea Corporation, a corporation of the State of Utah, having a principal place of business at 426 Whitepine Drive, Salt Lake City, Utah 84123, desires to secure the entire right, title and interest in said invention.

In consideration of \$1.00 and other good and valuable consideration paid to me by the Assignee, the receipt and sufficiency of which I hereby acknowledge, I HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications which may be filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International convention for such applications.

I hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

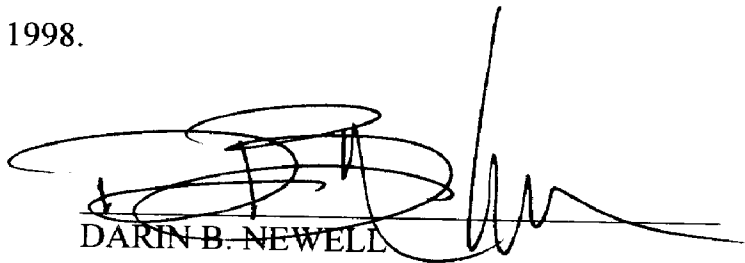
I hereby agree, without further consideration and without expense to me, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of me to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

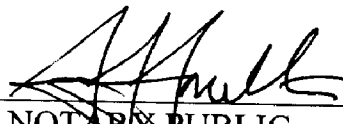
This assignment and agreement shall be binding upon my heirs and legal representatives.

Dated this 28<sup>th</sup> day of October 1998.

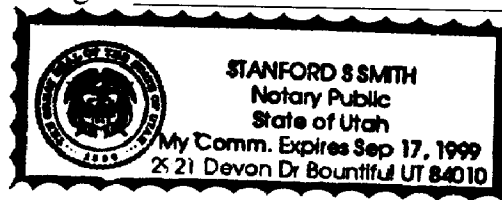
  
DARIN B. NEWELL

STATE OF UTAH                     )  
  : ss.  
COUNTY OF SALT LAKE    )

On OCT 28, 1998, before me personally appeared Darin B. Newell, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

My Commission Expires:  
28 oct 98



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