

12-29-1998

Docket No.: EBEJ101DIV

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



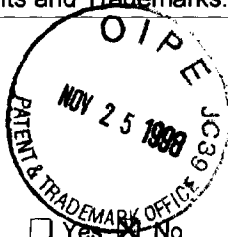
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To the Honorable Commissioner of Patents and Trademarks: Please receive the attached original documents or copy thereof.

1. Name of conveying party(ies):
JAMES D. BOUDEN

11/25/98



Additional names(s) of conveying party(ies)

☐ Yes ☒ No

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

Name: **JEROME F. EBERHARTER**

Internal Address:

Street Address: **199 EAST 52ND STREET**

City: **BOISE** State: **ID** ZIP: **83714**

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **1**

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)

09/148,171

B. Patent No.(s)

12/04/1998 TTUTT2 00000007 09148171

Additional numbers attached? ☐ Yes ☒ No

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

Name: **ROBERT L. SHAVER**

Internal Address: **PO BOX 877**

BOISE, IDAHO 83701-0877

Street Address: **802 WEST BANNOCK STREET**

SUITE 1100

City: **BOISE** State: **ID** ZIP: **83702**

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:

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.

ROBERT L. SHAVER

Robert L Shaver

11-25-98

Name of Person Signing

Signature

Date

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

4

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ASSIGNMENT

This agreement made this 23 day of Nov, 1998, by and between James D. Bouden, hereinafter called Inventor, and Jerome F. Eberharter, hereinafter called Assignee, witnesseth:

WHEREAS, the Inventor has invented a certain new and useful improvement on skateboard wheels and trucks, for which an application for Letters Patent of the United States was filed by him on September 4, 1998, a divisional application of the application, the number of which is 09/148,171, and the title is "Configurable Wheel Truck for a Skate Platform Incorporating Novel Wheel Designs", and

WHEREAS, the Assignee is desirous of acquiring a one-half undivided interest in the said invention and the Letters Patent to be obtained therefor; and

WHEREAS, both the parties are also desirous of putting the said invention on the market under the terms hereinafter set forth;

NOW, THEREFORE, it is agreed as follows:

1. **Grant of Interest in Invention.** The Inventor does hereby sell, assign and transfer to the Assignee, his successors and assigns, the one-half undivided interest in and to the said invention set forth in the specifications forming part of the above recited application; and he does hereby authorize and request the Commissioner of Patents to issue the said Letters Patent to be granted as aforesaid to the Assignee and himself, as the owners thereof.

2. **Grant of License and Right to License Others.** The Inventor does hereby grant to the Assignee, his successors and assigns, the exclusive right to make, use, and sell, or license others to make, use and sell the invention, the Inventor, however, reserving the right to build for his own use, and to use free of charge, prototypes embodying the said invention, without time limit. Inventor reserves the right to participate in making, using, or selling the invention, and licensing others to make, use or sell the invention, if after a period of two years it is determined that the Assignee has not used his best efforts to promote and license the invention, or has not been successful in manufacturing or licensing the invention.

3. **Terms Governing Licenses to Others.** The licensing of others to make, use and sell the said invention shall be upon the following terms and conditions:

(a) *Division of Royalties.* The Assignee may license others to make, use, and sell the invention, charging such royalty, license, fee, or other consideration as to him may seem best, but shall not grant any license without royalty or other consideration and shall, on a quarterly basis after receipt thereof, pay to the Inventor one-third of the net proceeds and to himself two thirds of the net proceeds, whether by way of royalty, license fee, or other considerations, of each such license granted by him to others, until such time as the Inventor and Assignee have recovered their respective investment, after which time the net proceeds will be divided equally between the Inventor and the Assignee, on a quarterly basis.

(b) *Promotion of Invention.* The Assignee shall use his best efforts to introduce the said improved skateboard wheels and truck into the market, and to licenses to others to make, use, and sell the same, and to make the business a successful and profitable one. Assignee will advertise the same in publications deemed by him to be appropriate; and in case it shall seem best to employ a special representative or agent to exploit the said invention, he will confer with the Inventor as to the employment of such agent, and in what manner the business shall be handled, with the Assignee having final authority over promotional decisions.

(c) *Accounting.* The Assignee shall also keep full and accurate accounts of the licenses granted to others as hereinbefore provided, and the proceeds thereof, and shall exhibit the same to the Inventor, or his duly authorized agent, at all and reasonable proper times, such as twice a year.

4. **Obligations and Rights of Assignee.** The Assignee will pay for future prosecution and other costs of the invention, and have the right to direct the prosecution; the Assignee will pay for maintenance costs of the invention; all of these costs to be reimbursed to Assignee from income from royalties, license fees, or other consideration generated by licensing of the invention, in the manner set forth above. If the inventor participates in licensing the invention per Paragraph 2 above, the proceeds will continue to be split according to the terms of 3(a), Division of Royalties.

5. **Consent to Assignment.** Neither of the parties hereto, nor their successors, legal representatives or assigns, shall, without the consent of the other, sell or assign to any other their interest in the said Letters Patent or any part thereof.

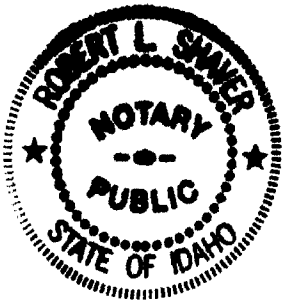
IN WITNESS WHEREOF the parties have caused this agreement to be executed effective the date first written above.

James D Boudier
(Inventor)

James Eberhart
(Assignee)

STATE OF IDAHO)
 :ss.
County of Ada)

Before me personally appeared said _____ and
and acknowledged the foregoing instrument to be his free act and deed this 25th day
of November, 1998.



Robert L. Shawer
Notary Public for Idaho
Residing at: Boise, Idaho
Commission Expires: 8-5-03