

03-31-1999

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

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Tab settings



To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies): 101003791
Irwin Research & Development, Inc

and address of receiving party(ies):

Name: Jere F. Irwin

Internal Address: P.O. Box 10668

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: _____

City: Yakima State: WA ZIP: 98909

Execution Date: December 31, 1998

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

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)

08/290,719

Additional numbers attached? Yes No

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

Name: Mark W. Hendricksen

Internal Address: Wells, St. John, Roberts, Gregory & Matkin, P.S.

Street Address: 601 W. First Ave., Suite 1300

City: Spokane State: WA ZIP: 99201-3828

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

03/31/1999 JSHABAZZ 00000098 08290719

DO NOT USE THIS SPACE

01 50:501 Statement and signature. 40.00 OP

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.

Mark W. Hendricksen
Name of Person Signing

Mark W Hendricksen
Signature

3/1/99
Date

Total number of pages including cover sheet, attachments, and document: 17

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

med 3/1/99

1 PATENT ASSIGNMENT

2

3 **Parties to the Assignment**

4 Assignor:

5 Irwin Research & Development, Inc.
6 ("Irwin Research")
7 P.O. Box 10668
8 Yakima, WA 98909

9 Assignee:

10 Jere F. Irwin
11 ("Irwin")
12 P.O. Box 10668
13 Yakima, WA 98909

14 **Background of This Assignment**

15 Irwin and Irwin Research entered an agreement wherein it was agreed
16 that all inventions made by Jere F. Irwin would be owned solely by Jere F.
17 Irwin and that the corporation would receive a license to those inventions (the
18 "Patent Licensing Agreement"). A copy of the Patent Licensing Agreement
19 is attached hereto as Exhibit 1.

20 Furthermore, it was the intent of the parties in entering the Patent
21 Licensing Agreement, that since Irwin is the primary inventor of all the
22 inventions, that Irwin was to own 100% of the patents he was involved in,
pursuant to the terms of the Patent Licensing Agreement.

Therefore, Irwin Research is assigning its interest in each of the patents
in which there were co-inventors with Irwin, and this patent/patent application
is one such patent/patent application.

1 Each of the persons who are co-inventors with Irwin have assigned their
2 interest to Irwin Research, and this assignment is to reflect and accomplish
3 the intent of the parties as expressed in the Patent Licensing Agreement, i.e.
4 that Irwin would own the patents/patent applications.

5 The invention/patent/patent application is described as follows:

6 Patent Application No.: 08/290,719

7 Inventors: Jere F. Irwin
8 Gerald M. Corbin

9 Title/Description: Apparatus for Comminuting Solid Waste
10 Materials

11 A copy of the patent/patent application/invention disclosure is attached
12 as Exhibit 2.

13 **The Parties Therefore Agree as Follows:**

14 In consideration of good and valuable consideration, Irwin Research
15 does hereby sell, assign and transfer to Irwin, the entire right, title and
16 interest in the above-identified patent/patent application, and to any reissues,
17 divisions or continuations thereof, and hereby authorizes the Commissioner of
18 Patents and Trademarks to issue such Letters Patent to Irwin, if applicable,
19 for the sole use of Irwin, his successors or assigns.

20 Irwin Research further agrees to execute, at the request of Irwin, such
21 other formal documents as may be required to fully convey the interest
22 transferred herein and will similarly execute any applications papers required
for the filing of any division, continuation or reissue of the patent application

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or resulting Letters Patent, if necessary; and will generally do everything necessary or desirable to obtain and enforce proper protection for the invention assigned hereby.

Irwin Research further assigns to Irwin, the whole right, title and interest in the invention disclosed in the application throughout all countries foreign to the United States. Irwin, if applicable, is hereby authorized to apply for patents relating to the inventions in his own name in countries where such procedure is proper; to claim the benefit of the International Convention; to file and prosecute International Applications relating to the inventions under the Patent Cooperation Treaty; and to file and prosecute applications relating to the inventions under the European Patent Convention.

Irwin Research agrees to execute applications relating to the inventions in those countries and under those conventions where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting Letters Patent to Irwin, as well as all other necessary papers in relation to such applications and Letters Patent.

Signed at Yakima, Wa on 12-31, 1998

IRWIN RESEARCH & DEVELOPMENT, INC.

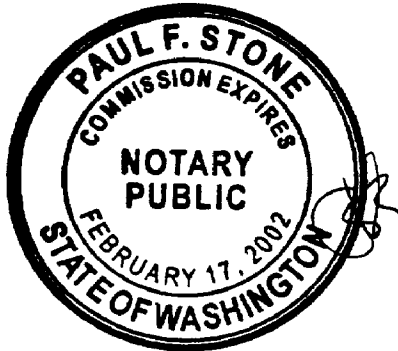
12-31-98
Date

Jere F. Irwin
By: Jere F. Irwin
Its: President

State of Washington

County of Yakima

On 12/31, 1998 before me, a Notary Public, personally appeared Jere F. Irwin, who is known to me to be the President of Irwin Research & Development, Inc., the corporation described in the foregoing assignment, who executed it and acknowledged such execution to be a voluntary act of the corporation, and for the purposes set forth therein.



Paul F. Stone
Notary Public for the State of
Washington residing at
Yakima

IRWIN

12-31-98

Date

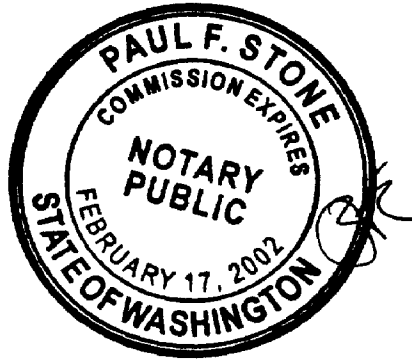
Jere F. Irwin
Jere F. Irwin, An Individual

State of WASHINGTON

County of Yakima

On 12/31/98, 1998 before me, a Notary Public, personally appeared Jere F. Irwin, who is known to me to be the person described in the foregoing assignment, who executed it and acknowledged such execution to be voluntary and for the purposes set forth therein.

Paul F. Stone
Notary Public for the State of
Washington residing at
Yakima.



PATENT LICENSING AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, by and between JERE IRWIN, hereinafter termed "Licensor", and IRWIN RESEARCH AND DEVELOPMENT, INC., hereinafter termed "Licensee",

W I T N E S S E T H:

WHEREAS, the Licensor, Jere F. Irwin, is the sole owner of all of the right, title and interest in, to, and under the following Letters Patent of the United States, namely,

(1) Letters Patent of the United States No. 3876361 granted April 8, 1975 to the Licensor for an Apparatus For An Automatic Press; and

(2) Letters Patent of the United States No. 3830611 granted the 20th day of August, 1974 to the last Licensor for an Apparatus For Matched-Mold Thermo-Forming; and,

(3) Letters Patent of the United States No. 4142848 granted the 6th day of March, 1979, to the Licensor for an Apparatus For Manufacturing a Lockable Carton; and,

(4) Letters Patent of the United States No. 4143111 granted the 6th day of March, 1979, to the Licensor for an apparatus or Method of Matched-Mold Forming From a Hot Sheet of Polystyrene Foam, An Open Vessel Having an Outward Sloping Flat Side Wall With At Least One Hole in Said Side Wall; and,

WHEREAS, the Licensor has, since the issuance of said patents, permitted the Licensee to manufacture, use, and sell under said patents under an oral and informal arrangement with the Licensor; and,

WHEREAS, the Licensor and Licensee are desirous of formalizing said arrangement and granting to the Licensee an exclusive license to manufacture, use and sell under said patents; now, therefore,

PATENT LICENSING AGREEMENT

1

LAW OFFICES OF
WILSON & MIKESELL
SUITE 2, YAKIMA LEGAL CENTER
303 EAST "D" STREET
YAKIMA, WASHINGTON 98901
(509) 248-4423

PATENT EXHIBIT 1
REEL: 9844 FRAME: 0182

FOR AND IN CONSIDERATION of One Dollar, for each of said patents for a total of Four Dollars, and of other considerations, the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

1) The Licensor does hereby grant to the Licensee and to its successors and assigns and under the terms and conditions and with the limitations hereinafter set forth, an exclusive license for the remainder of the term of the aforesaid Letters Patent, or any reissue, division, or extension thereof, to make, use, and sell, under the aforesaid Letters Patents and under any reissues, divisions, or extensions thereof.

2) The Licensee agrees to pay to the Licensor, or his successors or assigns, a license fee royalty upon each and every apparatus, appurtenance or method, utilized, made, sold, leased or put into use (except such as are used directly by the Licensee for demonstration purposes), during the term of this license agreement, Two (2) percent of the net bonafide wholesale selling price thereof on sales made by the Licensee at wholesale and Two (2) percent of the actual bonafide net selling price thereof on sales made by Licensee at retail to purchasers; royalty to be paid annually within Thirty (30) days after each fiscal period with the first fiscal period to commence on July 1, 1987, and terminate on June 30, 1988.

3) The Licensee agrees to render statements duly verified by its proper officer at the time of submitting each royalty payment, or in any event, within Thirty (30) days after the end of each fiscal year, showing all apparatuses or other articles above enumerated or included, which the Licensee has made, sold, leased or put into use, (except as are used directly by the Licensee for demonstration purposes) within the year which the statement covers, and to keep full, accurate and complete books of account respecting the business, and to give the Licensor, or his duly authorized representative, the privilege of inspecting or examining said books of the Licensee at all

reasonable times for the purpose of verifying said statements and determining the correctness of the annual payment, if any.

4) The Licensee hereby covenants and agrees that during the life of this license it will diligently and continually manufacture, sell, and market the apparatuses and methods under said licenses, and will exert its best efforts to create a demand therefore and to increase and extend its business and supply the demand for their output.

5) In the event that the Licensee, or its successors, discontinue their business relating to the use of said licenses, the licenses shall cease and terminate, at the option of the Licensor.

6) The Licensee hereby covenants and agrees that wherever the same is required under the business and trade, each apparatus made, sold, leased, or put into use by it, will be marked with the word "patented" and the date of said patent and the dates of other patents to which said license is granted and as are lawfully applicable to said apparatus or appurtenances.

7) These licenses shall continue during the remainder of the term of the said patents as above set forth, or any reissue, division or extension thereof. In the event that any patent shall be declared invalid by the final judgment of any court of last resort, the license in respect thereto shall cease and determine.

8) Licensor, his successors and assigns shall not engage in the manufacture and sale of the apparatus or methods covered under said patents in competition with the Licensee, except by a written agreement between Licensor and Licensee.

9) Upon the failure of the Licensee to perform any or all of the conditions of this agreement, after Thirty (30) days written notice from the Licensor of the failure of the Licensee to do so, the Licensor may, at his option, by notice in writing, cancel any one or all of the licenses affected by said failure of performance, without prejudice to the right of the Licensor to

PATENT LICENSING AGREEMENT

3

LAW OFFICES OF
WILSON & MIKESSELL
SUITE 3, YAKIMA LEGAL CENTER
302 EAST "D" STREET
YAKIMA, WASHINGTON 99201
(509) 246-6122

PATENT
REEL: 9844 FRAME: 0184

recover thereunder any royalties which may have accrued at the time of cancellation, or any damage that may have been suffered.

10) These licenses are not assignable by the Licensee, in whole or in part, except to a successor of its whole business, or without the written consent of the Licensor.

11) The Licensor waives all claims heretofore arising against the Licensee, if any, and all users of apparatuses purchased from the Licensee, prior to July 1, 1987 arising out of use of, sale of, or infringement of the aforesaid Letters Patents.

12) Licensor hereby warrants that he has good title to the aforesaid patents and the right to grant the license hereby granted to the Licensee.

13) This contract shall be interpreted according to the laws of the State of Washington and any venue shall lie in the State of Washington. This license agreement shall be binding upon the parties hereto, their legal representatives, successors or assigns.

The Licensor, while in the employment of the Licensee, is presently working on and developing further patents, methods and processes. Said patents, methods and processes shall be the property of Jere F. Irwin, as sole owner, but the Licensor does hereby grant to the Licensee the first option to include said further patents, methods and processes within this patent licensing agreement.

EXECUTED by the parties this 14 day of August, 1987.

JERE F. IRWIN, Individually and as Representative of the Community of JERE F. IRWIN and DIANE IRWIN, husband and wife, LICENSOR:

IRWIN RESEARCH AND DEVELOPMENT INC., LICENSEE:

By: [Signature]
President

Attest: [Signature]
Secretary


[Signature]
JERE F. IRWIN
PATENT LICENSING AGREEMENT

LAW OFFICES OF
WILSON & MIKESELL
SUITE 2, YAKIMA LEGAL CENTER
303 EAST "D" STREET
YAKIMA, WASHINGTON 99201
(509) 248-6423

STATE OF WASHINGTON)
 : SS.
County of Yakima)

THIS IS TO CERTIFY that on this 14 day of August, 1987, before me, the undersigned, a duly commissioned Notary Public in and for said county and state, personally appeared JERE F. IRWIN, to me personally known to be the individual described in and who executed the within and foregoing instrument and who personally acknowledged to me that he signed the same as and for his own free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC in and for the State
of Washington, residing at Yakima.

PATENT LICENSING AGREEMENT

5

LAW OFFICES OF
WILSON & MIKESSELL
SUITE 2, YAKIMA LEGAL CENTER
303 EAST "O" STREET
YAKIMA, WASHINGTON 98901

PATENT
REEL: 9844 FRAME: 0186

PTO/SB/01 (4-96)

Approved for use through 9/30/98 OMB 0651-0032

Patent and Trademark Office: U.S. DEPARTMENT OF COMMERCE

Type a plus sign (+) inside this box →

<h2>DECLARATION FOR UTILITY OR DESIGN PATENT APPLICATION</h2> <p><input checked="" type="checkbox"/> Declaration Submitted with Initial Filing OR <input type="checkbox"/> Declaration Submitted after Initial Filing</p>	Attorney Docket Number	IR1-025
	First Named Inventor	IRWIN, Jere F.
	<i>COMPLETE IF KNOWN</i>	
	Application Number	
	Filing Date	
	Group Art Unit	
	Examiner Name	

As a below named inventor, I hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

AN IMPROVED APPARATUS FOR COMMINUTING SOLID WASTE MATERIALS

(Title of the invention)

the specification of which

is attached hereto OR

was filed on (MM/DD/YYYY) as United States Application Number or PCT International

Application Number and was amended on (MM/DD/YYYY) (if applicable).

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in Title 37 Code of Federal Regulations, § 1.56.

I hereby claim foreign priority benefits under Title 35, United States Code § 119 (a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365 (a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number(s)	Country	Foreign Filing Date (MM/DD/YYYY)	Priority Not Claimed	Certified Copy Attached?	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Additional foreign application numbers are listed on a supplemental priority sheet attached hereto.

I hereby claim the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

Application Number(s)	Filing Date (MM/DD/YYYY)	<input type="checkbox"/> Additional provisional application numbers are listed on a supplemental priority sheet attached hereto.

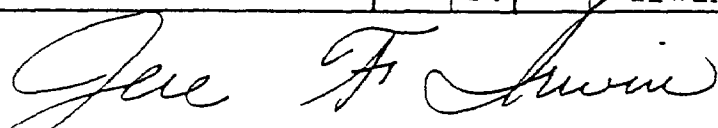
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Burden Hour Statement: This form is estimated to take 0.4 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Washington, DC 20231.

EXHIBIT 2

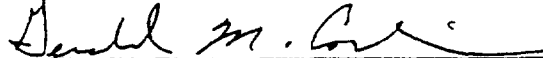
EMO 57 27 5 PATENT
REEL: 9844 FRAME: 0187

Type a plus sign (+) inside this box →

DECLARATION			Page 2		
I hereby claim the benefit under Title 35, United States Code §120 of any United States application(s), or §365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.					
U.S. Parent Application Number	PCT Parent Number	Parent Filing Date (MM/DD/YYYY)	Parent Patent Number (if applicable)		
	IRI-015	06.06.94			
<input type="checkbox"/> Additional U.S. or PCT international application numbers are listed on a supplemental priority sheet attached hereto.					
As a named inventor, I hereby appoint the following registered practitioner(s) to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:					
Name	Registration Number	Name	Registration Number		
GRZELAK, Keith D.;	37,144				
ST. JOHN, Richard J.;	19,363				
ROBERTS, David P.;	23,032				
GREGORY, Randy A.;	30,386				
MATKIN, Mark S.;	32,268				
PRICE, James L.	27,376				
<input type="checkbox"/> Additional registered practitioner(s) named on a supplemental sheet attached hereto.					
Direct all correspondence to:					
Name	KEITH D. GRZELAK				
Address	Wells, St. John, Roberts, Gregory & Matkin, P.S.				
Address	601 W. First Avenue, Suite 1300				
City	Spokane	State	WA	ZIP	99204-0317
Country	USA	Telephone	(509) 624-4276	Fax	(509) 838-3424
I hereby declare that all statements made hereof of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.					
Name of Sole or First Inventor:			<input type="checkbox"/> A petition has been filed for this unsigned inventor		
Given Name	Jere	Middle Initial	F.	Family Name	Irwin
Inventor's Signature				Date	11-22-96
Residence: City	Yakima	State	WA	Country	USA
Post Office Address	2501 W. "J" Street				
Post Office Address	P.O. Box 10668				
City	Yakima	State	WA	Zip	98902
Country	USA				
<input checked="" type="checkbox"/> Additional inventors are being named on supplemental sheet(s) attached hereto					

Type a plus sign (+) inside this box →

DECLARATION	ADDITIONAL INVENTOR(S) Supplemental Sheet
--------------------	--

Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name	Gerald	Middle Initial	M.	Family Name	Corbin	Suffix e.g. Jr.	
Inventor's Signature					Date	11-22-96	
Residence: City	Yakima	State	WA	Country	USA	Citizenship	US
Post Office Address	70 Rolling Hills Drive						
Post Office Address							
City	Yakima	State	WA	Zip	98908	Country	USA
Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name		Middle Initial		Family Name		Suffix e.g. Jr.	
Inventor's Signature					Date		
Residence: City		State		Country		Citizenship	
Post Office Address							
Post Office Address							
City		State		Zip		Country	
Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name		Middle Initial		Family Name		Suffix e.g. Jr.	
Inventor's Signature					Date		
Residence: City		State		Country		Citizenship	
Post Office Address							
Post Office Address							
City		State		Zip		Country	
Name of Additional Joint Inventor, if any:				<input type="checkbox"/> A petition has been filed for this unsigned inventor			
Given Name		Middle Initial		Family Name		Suffix e.g. Jr.	
Inventor's Signature					Date		
Residence: City		State		Country		Citizenship	
Post Office Address							
Post Office Address							
City		State		Zip		Country	
<input type="checkbox"/> Additional inventors are being named on supplemental sheet(s) attached hereto							

Type a plus sign (+) inside this box →

DECLARATION	REGISTERED PRACTITIONER INFORMATION (Supplemental Sheet)
--------------------	---

Name	Registration Number	Name	Registration Number

