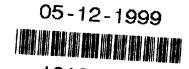
MRD. 29



PATENT

101035887
IN THE UNITED STATES PATENT AND TRADEMAKN OFFICE

## RECORDATION COVER SHEET

Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231

Sir:

Please record the attached original document or copy thereof.

- 1. Name of conveying party: Jack M. Schooley
- 2. Name and address of receiving parties:

Jason R. Crowe 1717 N.W. 111th Street Vancouver, Washington 98685

Jack M. Schooley 2014 N.W. 155 Avenue Vancouver, Washington 98684

- 3. The conveyance is an ASSIGNMENT and was executed on April 29, 1999.
- 4. Properties affected: The patent application that was executed on April 26, 1999 for LEVEL 09/302014
- 5. Correspondence regarding the document should be mailed to the address at the bottom of this cover sheet.
  - 6. Total number of properties affected: 1

05/16/1999 VTDMER 0000012 09300014 check including the amount of \$40.00 for the fee under 37 CFM.0 M1 is enclosed.

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.

Respectfully submitted,

Penelope Stockwell, Admin. Asst. Date

SMITH-HILL AND BEDELL, P.C.

12670 N.W. Barnes Road, Suite 104

Portland, Oregon 97229

Tel. (503) 574-3100

Fax (503) 574-3197

1856

PATENT REEL: 9937 FRAME: 0183 Attorney Docket No: 1856

## ASSIGNMENT OF PATENT APPLICATION

THIS AGREEMENT is made by Jack M. Schooley of Vancouver, Washington (hereinafter referred to as "SCHOOLEY") and Jason R. CROWE of Vancouver, Washington (hereinafter referred to as "CROWE").

WHEREAS, SCHOOLEY has made certain invention relating to LEVEL for which he is about to file an application for Letters Patent of the United States; and

WHEREAS, SCHOOLEY has agreed to assign an undivided interest in, to and under said invention, said application including any divisional or continuation thereof, and any Letters Patent of the United States to be obtained therefor (including any reissue thereof) (hereinafter referred to as "the Property") to CROWE, while retaining for himself an undivided interest in, to and under the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, SCHOOLEY hereby sells, assigns and transfers to CROWE an undivided forty-nine percent (49%) interest in, to and under the Property, while retaining for himself the remaining undivided fifty-one percent (51%) interest in, to and under the Property.

IN ADDITION, the parties hereto agree to the following terms and conditions:

- 1. All net profits and income received from the exploitation of the Property, whether the net profits and income are in the form of money, stock or any other consideration, shall be shared by the parties proportionally to their respective interests.
- 2. The parties shall share proportionally to their respective interest in any damages awarded as a result of any infringement of any patents granted for said invention.
- 3. A party's interest shall survive the party's death and shall be disposed of by will or under applicable laws of intestate succession.

PATENT REEL: 9937 FRAME: 0184

- 4. Except as provided in paragraph 3 above, no party shall transfer his undivided interest or any portion thereof without the prior written consent of the other party.
- 5. Any party who grants a license under his interest in the Property to a third party shall promptly provide the other party with a copy of the license agreement.

EXECUTED at Vancouver, Washington, this 4-29-99 day of April, 1999, by

Yack M. Schoolev

STATE OF WASHINGTON

County of Multhomah ) ss.

This 29h day of April, 1999, before me personally came the above-named Jack M. Schooley, who executed the foregoing instrument in my presence, and who acknowledged to me that he/she executed the same of his/her own free will for the purposes set forth therein.



## OFFICIAL SEAL SOPHIE C BUTLER NOTARY PUBLIC - OREGON COMMISSION NO. 060126

MY COMMISSION EXPIRES DEC. 11, 2000

EXECUTED at Management

April, 1999, by

Washington, this

Notary Public for

My commission expires: 17-11-2000

945 day of

Jason R. Crowe

STATE OF WASHINGTON

county of Malthonah )

OFFICIAL SEAL
SOPHIE C BUTLER
NOTARY PUBLIC - OREGON
COMMISSION NO. 060126
MY COMMISSION EXPIRES DEC. 11, 2000

RECORDED: 04/29/1999

Notary Public for Washington Programmy commission expires: 10-11-2000

2