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Form PTO-1595  
(Ref. 6-93)  
OMB No. 0651-0011 (exp. 1/94)

6-9-99

RECORDATION

101060332  
PATENTS ONLY

U.S. DEPARTMENT OF  
COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

Joseph D. COHEN  
Richard E. MEYER

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

3. Nature of conveyance:

- ☒ Assignment
- ☐ Security Agreement ☐ Change of Name
- ☐ Other \_\_\_\_\_

Execution Date: 06/04/99 (COHEN) & 06/07/99 (MEYER)

2. Name and address of receiving party(ies)

Fail-Safe LLC  
1300 South Potomac, Suite 152  
Aurora, CO 80012

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

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

A. Patent Application No.(s) 09/235,232

Additional numbers attached? ☐ Yes ☒ No

B. Patent No.(s)

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

Name: Carol W. Burton, Esq.  
Internal Address: Holland & Hart LLP  
P.O. Box 8749  
Denver, CO 80201-8749

Street Address: 555 17<sup>th</sup> Street, Suite 3200  
City: Denver State: CO ZIP: 80201-8749

6. Total number of applications/patents involved 1

7. Total fee (37 CFR 3.41).....\$  
40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2623

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.*

Carol W. Burton

Name of Person Signing

Signature

June 8, 1999

Date

Total number of pages including cover sheet, attachments and document: 2

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments

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PATENT  
REEL: 010001 FRAME: 0323

**ASSIGNMENT**

WHEREAS, I, Joseph D. COHEN, having a residence address of 12723 East Asbury Circle, #202, Aurora, Colorado 80014; and I, Richard E. MEYER, having a residence address of Rout 1, Box 97A, Loyal, Oklahoma 73756, have made a certain new and useful invention relating to FLOW BLOCKAGE SUCTION INTERRUPT VALVE for which we have made application for Letters Patent of the United States in an application filed January 22, 1999, designated Serial No. 09/235,232, and identified by Attorney Docket No. 38880.830005.001 in the law firm of Holland & Hart LLP, 555 Seventeenth Street, Suite 3200, Denver, Colorado 80202, and which is executed concurrently herewith;

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Fail-Safe LLC, whose post office address is 1300 South Potomac, Suite 152, Aurora, Colorado 80012, is desirous of acquiring the entire interest in and to said invention, said application, and the Letters Patent to be obtained therefor;

NOW THEREFORE, for and in consideration of certain good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over, unto Fail-Safe LLC, and said assignee's legal representatives, successors and assigns, the entire right, title, and interest in and to said invention, said application, all continuing, divisional, reexamination, reissue and foreign applications related thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents & Trademarks to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we do hereby covenant and agree with said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuing, renewal, reexamined, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing agreement shall bind and inure to the benefit of the assigns and legal representatives of all parties.

IN WITNESS WHEREOF, we have read in its entirety the foregoing Assignment, hereby agree to same, and hereunto set our hands on the date hereinafter set forth.

Date: June 4, 1999

  
Joseph D. COHEN

Date: June 7, 1999

  
Richard E. MEYER

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