

08-24-1999

Docket No.: 1760.2 22A

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## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

## PATENTS ONLY

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8/13/99

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

## 1. Name of conveying party(ies):

Theron M. Stoddard  
Blaine S. Dennis  
Robert S. Raymond

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date: August 12, 1999

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

Name: PowerQuest Corporation

Address: 1359 N. Research Way, Building K

City: Orem

State/Prov.: Utah

Country: USA

ZIP: 84097

Additional name(s) &amp; address(es)

☐ 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: August 13, 1999

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

☐ Yes ☒ No

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

Name: John W.L. Ogilvie

Registration No. 37,987

Address: Computer Law++

8 East Broadway, Suite 725

City: Salt Lake City

State/Prov.: Utah

Country: USA

ZIP: 84111

## 6. Total number of applications and patents involved:

1

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

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

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.

John W.L. Ogilvie

Name of Person Signing

Signature

August 13, 1999

Date

Total number of pages including cover sheet, attachments, and

5

REEL: 010176 FRAME: 0718

Docket No.: 1760.2.22A

**ASSIGNMENT & AGREEMENT**

We,  
Theron M. Stoddard, of 5791 West 10770 North, Highland, Utah 84003,  
Blaine S. Dennis, of 1177 East Mountain Oak Circle, Alpine, Utah 84004, and  
Robert S. Raymond, of 912 North 600 West, Orem, Utah 84057,  
have invented a method, configured medium, signal, and system entitled  
**MANIPULATION OF COMPUTER VOLUME SEGMENTS**, hereinafter called the  
"invention."

Preferred embodiments of the invention are disclosed in U.S. provisional patent application serial no. 60/059,896 filed September 24, 1997, U.S. provisional patent application serial no. 60/124,401 filed March 15, 1999, U.S. provisional patent application serial no. 60/133,335 filed May 10, 1999, and in a patent application being filed at least in the United States Patent and Trademark Office ("USPTO"), identified as Serial No. \_\_\_\_\_ filed \_\_\_\_\_, 1999, and identified in the law firm of Computer Law++, 8 East Broadway, Suite 725, Salt Lake City, Utah 84111 as file no. 1760.2.22A (We hereby authorize Computer Law++ to indicate the application number(s), jurisdiction(s), and filing date(s) when known). We have reviewed these applications and we are familiar with their contents.

The Assignee, PowerQuest Corporation, a corporation of the State of Utah, having a principal place of business at 1359 N. Research Way, Building K, Orem, Utah, 84097, desires more clearly to secure the entire right, title and interest in the invention. In consideration of \$1.00 and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, and with no reliance on any promise or representation made to us by or on behalf of the Assignee, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in the invention (including subject matter disclosed but not claimed), all copyright and trade secret rights in embodiments or designs for the invention or any portion thereof, all rights in the above-identified United States and international patent applications including without limitation PCT applications and in all divisions, continuations and continuations-in-part of the applications, or reissues or extensions of Letters Patent or Patents granted thereon, including all applications specifically identified by number herein and all applications for which any present application claims a benefit or is claimed for benefit under 35 U.S.C. § 119 or § 120 or § 365, and in all corresponding applications filed in countries foreign

to the United States, and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on the 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.

We hereby authorize the Assignee to file patent or copyright applications on the invention in any country in its own name or otherwise as the Assignee sees fit. We hereby authorize and request the United States Commissioner of Patents and Trademarks, and other intellectual property officials in this and foreign countries as are duly authorized by their laws to issue patents or copyright registrations, to issue any and all patents and registrations on the invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns and legal representatives.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment & Agreement 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 and copyright applications on the invention, and all lawful documents requested by the Assignee to further the prosecution of any of such applications; and

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement or interference or other legal proceedings involving the invention; faithful communication to the Assignee of all facts known to us relating to the invention and the history thereof; and generally, taking all reasonable steps which the Assignee shall request to aid in securing, maintaining, and enforcing protection for the invention and to vest title in the Assignee to the invention and all applications, patents, copyrights, and trade secrets based on the invention.

This Assignment & Agreement is effective as of the earliest patent application filing date noted above. It is not intended to supersede, supplant, rescind, or waive any right, title or interest conveyed to Assignee by us, under any prior conveyance, agreement, or operation of law, including without restriction rights created or

conveyed by virtue of our employment by the Assignee. It is not conditioned or based on any future act to be performed by the Assignee.

This Assignment & Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, all of which together are one and the same instrument. We warrant that to the best of our knowledge our contributions to the invention do not and will not infringe anyone's rights. Even if part of this Assignment & Agreement is found unenforceable, the remaining parts are enforceable. This Assignment & Agreement is governed by the laws of the United States and the State of Utah, and any dispute arising from it will be heard in Utah. A failure to exercise rights under this Assignment & Agreement does not mean those rights are waived. This Assignment & Agreement shall be binding upon our heirs and legal representatives.

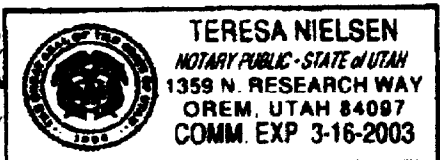


Theron M. Stoddard  
5791 West 10770 North  
Highland, Utah 84003

STATE OF Utah )  
COUNTY OF Utah ) §

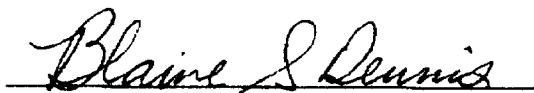
On this 12<sup>th</sup> day of Aug, 1999, personally appeared before me Theron M. Stoddard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

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Teresa Nielsen NOTARY PUBLIC  
3-16-2003 COMMISSION EXPIRATION

\* \* \* \* \*



Blaine S. Dennis  
1177 E. Mountain Oak Cir  
Alpine, UT 84004

STATE OF Utah )

COUNTY OF Utah ) §

On this 12<sup>th</sup> day of Aug, 1999, personally appeared before me Blaine S. Dennis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

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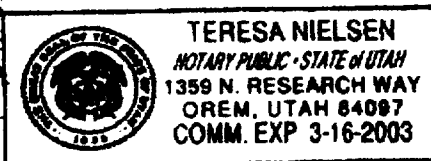
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\* \* \* \* \*

Robert S. Raymond  
 Robert S. Raymond  
 912 North 600 West  
 Orem, Utah 84057

STATE OF Utah )COUNTY OF Utah ) §

On this 12<sup>th</sup> day of Aug, 1999, personally appeared before me Robert S. Raymond, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment & Agreement, and acknowledged that he executed the same.

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Teresa Nielsen NOTARY PUBLIC  
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