

11-04-1999

FORM PTO-1595
(Rev. 6-93)101191106
PATENTS ONLYU.S. DEPT. 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): Gerald D. Hernblom and Steven D. Innes
Additional name(s) of conveying party(ies) attached? ☐ Yes
☒ No

2. Name and address of receiving party(ies)

Name: Cee Jay Tool, Inc.
Internal Address:

Street Address: 162 SW 2nd Street

City: Loveland State: CO Zip: 80537

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

3. Nature of conveyance:

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

Execution Date(s): October 25, 1999

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

09/426541

If this document is being filed together with a new application, the execution date of the application is:
October 25, 1999

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: Luke Santangelo

Internal Address: Santangelo Law Offices, P.C.

Street Address: 125 S. Howes, Third Floor

City: Fort Collins State: Colorado Zip: 80521

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:

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

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.

Luke Santangelo
Name of Person Signing

Signature

October 25, 1999
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademark, Box Assignments
Washington, DC 20231JCS30 U.S. PTO
09/426541
10/25/99

11/01/1999 SCHMIDT 00000044 09426541

04 FC:581

PATENT

REEL: 010350 FRAME: 0075

FROM : Santangelo Law Office

FAX NO. : 19702243175

Oct. 25 1999 02:57PM PZ

Express Mail No.: EL415554231US

Attorney Docket: CJTool

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the Application of: Gerald D. Hernblom and Steven D. Innes

Serial Number:

Filed:

For: Foldable and Transportable Stone Cutter System.

Group Art Unit:

Examiner:

Assignee: Cee Jay Tool, Inc.

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is executed the 25th day of October, 1999 between and among Gerald D. Hernblom, individually, whose address is: 2300 Ponderosa Drive, Loveland, CO 80538, and Steven D. Innes, individually, whose address is: 102 West 12th Street, Loveland, CO 80537 (each an "Assignor" and collectively "Assignors") and Cee Jay Tool, Inc. having its principal office at: 162 2nd Street SW, Loveland, CO 80537 (the "Assignee").

WHEREAS a United States Patent Application has been made for an invention currently entitled "Foldable and Transportable Stone Cutter System" (the "Invention" which includes for the purpose of this assignment all improvements, to the extent any such improvements originate during his/her employment by the Assignee, and all subsequent continuing patent applications on this technology);

WHEREAS the Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of this invention;

WHEREAS the Assignor acknowledges his/her obligation to assign all right, title and interest in the invention to Assignee; and

WHEREAS the Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the invention to Assignee to the extent he/she has any such rights worldwide;

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as

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Oct. 25 1999 02:58PM P3

follows:

1. The Assignor warrants that:

- a. he/she has the authority to assign all right, title and interest originated now or hereafter by him/her involving the Invention,
- b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee,
- c. to the extent the individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights, and
- d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.

2. The Assignor, for good and valuable consideration, hereby sells, grants, transfers, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including all improvements, changes, or other developments developed now or hereafter which are related to the subject matter of the Invention to the extent any such rights originate during his/her employment by the Assignee and originate with or from him/her (whether independently or in combination with others), including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention, and to file for United States or foreign patents based upon the Invention,
- b. the entire right, title and interest in and to any, divisionals, substitutions, continuations and continuations-in-part involving the Invention, all patents which may be granted thereon, and all reissues and extensions thereof,
- c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all rights, titles, and interests involving the Invention under any foreign government, and
- d. all rights to any documents, notes, and evidence regarding any aspect of the Invention.

3. The Assignor covenants that he/she will not execute any agreement in conflict with this Assignment and will not take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. The Assignor covenants that he/she

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Oct. 25 1999 22:59PM #4

will promptly and continuously inform the Assignee of any articles, patents, or other references or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

4. The Assignor further covenants and agrees that he/she will communicate to the Assignee any facts known to him/her respecting any improvements on the Invention to the extent such originate, are conceived, or are reduced to practice during his/her employment by the Assignee, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute, foreign, and reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and related improvements in all countries without further consideration but at the expense of the Assignee.

5. The Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document.

6. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

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Oct. 25 1999 02:59PM P5

Date:

10/25/99

Gerald D. Herblom

UNITED STATES OF AMERICA)
 STATE OF COLORADO)
 County of Larimer)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America,
 by Gerald D. Herblom, this 25 day of Oct, 1999.
 WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Notary Public

My Commission Expires May 10, 2003

Date:

10/25/99

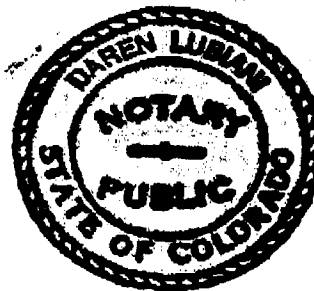
Steven D. Innes

My Commission Expires May 10, 2003

UNITED STATES OF AMERICA)
 STATE OF COLORADO)
 COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America,
 by Steven D. Innes, this 25 day of October, 1999.
 WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Notary Public

My Commission Expires: May 10, 2003My Commission Expires May 10, 2003

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