

PATENTS ONLY

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01-05-2000

Trademarks:
copy thereof.

MRD 12.13.99



1. Name of Party(ies) conveying an interest

THEODORE P. FARIS
EDWARD F. TOPA

101236669

Name of Party(ies) receiving an interest:

PETER D. KEEFE
17925 MARTIN
ROSEVILLE, MI 48066

3. Description of the interest conveyed:

☐

Assignment

☐

Change of Name

Other AGREEMENT INCLUDING☐

Security Agreement

☐

Merger

ASSIGNMENT4. Application number(s) or patent number(s). Additional sheet attached? ☐ Yes ☐ No

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

Date

A. Patent Application No.(s)

B. Patent No.(s)

5,705,470

5,977,050

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

Peter D. Keefe
Keefe & Associates
24405 Gratiot Avenue
Eastpointe, MI 48021

6. Number of applications and patents involved:

2

7. Amount of fee enclosed or authorized to be charged:

80.00

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

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9. Date of execution of attached document 11/23/99

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on:

01/04/2000 DNGUYEN 00000243 5705470

80.00 DP

12/8/99

Date

Signature

PETER D. KEEFE, 31,114
Name of Person Signing

PATENT

REEL: 010461 FRAME: 0347

A G R E E M E N T

Whereas, Theodore P. Faris, a citizen of USA, residing at 3689 Darcy Drive, Bloomfield Hills, Michigan 48301, has invented an invention pertaining to a gel spray cleaner, hereinafter referred to as the invention, for which he has executed an application for United States Letters Patent entitled "Sprayable Cleaning Gel, Dispenser, and Method of Using Same" which was filed on June 16, 1995 and was accorded Serial Number 08/491,156 which is hereinafter referred to as the "Parent Application", and on which was filed a continuation application on December 15, 1995 which was accorded Serial Number 08/573,461 and which is now Patent 5,705,470, and on which was filed another continuation application on September 17, 1997 which was accorded Serial Number 08/932,329 and which is presently pending;

Whereas Theodore P. Faris has assigned fifty percent (50%) ownership interest in said invention, inclusive of the Parent Application and any continuation applications thereof, to Edward F. Topa, a citizen of USA residing at 9849 Rolling Green, Pinckney, Michigan 48169; and

Whereas Peter D. Keefe, a citizen of USA, residing at 17925 Martin Road, Roseville, Michigan 48066, is a patent attorney who has been retained by Theodore P. Faris and Edward F. Topa to prosecute the Parent Application and any U.S. continuations thereof, including U.S. continuation-in-part applications, for the aforesaid invention, and for which he has received from said Theodore P. Faris and Edward F. Topa a ten percent (10%) ownership interest in said invention, inclusive of the Parent Application and any continuation applications thereof, pursuant to an Agreement dated October 17, 1995;

Now, therefore, the aforesaid Parties agree as follows:

1a. Theodore P. Faris and Edward F. Topa hereby assign, grant and convey to Peter D. Keefe an additional ten percent (10%) ownership interest in said invention, inclusive of the Parent Application (Serial Number 08/491,156) and any continuation applications thereof, including any continuation-in-part applications, filed with respect thereto and any patents issuing thereupon in any country. This assignment, grant and conveyance shall inure to the benefit and burden of assigns and heirs of the Parties hereto.

1b. In this regard, Theodore P. Faris shall receive forty percent (40%), Edward F. Topa shall receive forty percent (40%) and Peter D. Keefe shall receive twenty percent (20%) of any monies derived from the invention including sale, assignment, or license of the invention and/or any patent or patent application thereupon, payable after reimbursement for expenses incurred by any Party hereto.

2a. In exchange for the aforesaid twenty percent (20%) ownership interest in

said invention, inclusive of the Parent Application and continuation applications thereof, Peter D. Keefe hereby agrees to perform all necessary legal activity as is required to prosecute the Parent Application and any continuation applications thereof on the aforesaid invention in the United States to abandonment, to issue or to rejection on Appeal, and further upon location of a bona fide licensee or purchaser, to perform legal activity reasonably necessary in connection with preparation of a licensing or sale agreement therewith respecting the invention.

2b. If any of Theodore P. Faris, Edward F. Topa, or Peter D. Keefe shall decide at any time to be severed from this Agreement, he shall have the unconditional right to do so by giving up his interest in the invention to the remaining Parties, distributed in relative proportion to the proportion of ownership interest they may then hold, and no other obligation arising out of this Agreement, monetarily or otherwise, shall then be due the remaining Party or Parties hereto.

2c. If Peter D. Keefe shall have the unconditional right to withdraw as the attorney for Theodore P. Faris and Edward F. Topa and shall have the right to cause the Patent Office to grant revocation of his Power of Attorney with respect to further prosecution of the Parent Application and any continuation applications thereof. Theodore P. Faris and Edward F. Topa shall then have the unconditional right to engage a new patent attorney or otherwise conduct further prosecution of the Parent Application and any continuation applications thereof as they shall see fit. In the event Peter D. Keefe elects to terminate this Agreement, then Peter D. Keefe shall thereupon assign, grant and convey his twenty percent (20%) interest back to Theodore P. Faris and Edward F. Topa who shall then take in relative proportion to the proportion of ownership interest they then hold.

2d. In any event, Theodore P. Faris and Edward F. Topa shall have the unconditional right at any time to revoke any granted power of attorney and to create any power of attorney to any person they may designate as their attorney with respect to matters concerning the invention. In so doing, the twenty-percent (20%) interest in the invention held by Peter D. Keefe shall continue with full force and effect.

3. Theodore P. Faris, Edward F. Topa and Peter D. Keefe agree that only Theodore P. Faris and Edward F. Topa shall make decisions affecting the invention, each having equal voting rights. In the event Theodore P. Faris and Edward F. Topa shall fail to reach agreement, either may then request an arbitrator who is acceptable to both to hear the matter and render a binding decision. If Theodore P. Faris and Edward F. Topa cannot agree on the selection of a arbitrator or the conduct of the arbitration proceeding, then the arbitrator shall be selected, and the arbitration conducted, under the rules of the American Arbitration Association.

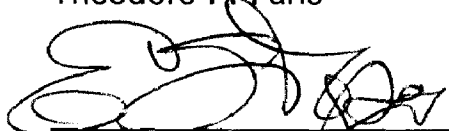
4. Theodore P. Faris, Edward F. Topa, and Peter D. Keefe agree that personal expenses shall be borne by the person incurring the personal expense, and that common expenses shall be borne as the Parties shall agree.

In witness whereof the Parties hereto attest:



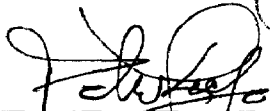
Theodore P. Faris

dated: 11-23-99



Edward F. Topa

dated: 11.23.99



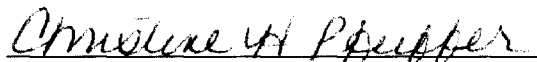
Peter D. Keefe

dated: 11/23/99

STATE OF MICHIGAN

COUNTY OF MACOMB

Before me, this 23rd day of November, 1999, personally appeared Theodore P. Faris, Edward F. Topa and Peter D. Keefe, to me known to be the persons described in and who executed the foregoing instrument and acknowledges the same to be their free act and deed.



Notary Public, Macomb County

My comm. expires 05/04/2001