

01-27-2000



Assistant Commissioner for Patents  
BOX ASSIGNMENTS  
Washington, D.C. 20231

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101251921

Attorney Docket No. 52969-010

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

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

Pragmatic Vision, Inc.  
225 Friend Street  
Boston, MA 02114



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

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

Pragmatic Vision International, LLC  
225 Friend Street  
Boston, MA 02114

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

3. A. Nature of conveyances:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other

B. Execution Dates: a) December 29, 1999

4. A. If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

B. Patent Application No.(s)  
None

C. Patent No.(s)

5,709,257  
5,865,568  
5,562,313

D. Additional numbers attached? Yes ☐ No ☒

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

Willem F. Gadiano, Esq.  
McDermott, Will & Emery  
600 13<sup>th</sup> Street, NW  
Washington, D.C. 20005

6. Total number of applications and patents involved: 3

01/24/2000 JSPADAZZ 00000215 130203 5709257

01 FC1581 120.00 CH

7. A. Total fee (37 CFR 3.41).....\$ 120.00

B. Enclosed (Check No. \_\_\_\_\_)

8. Credit any overpayment or charge any underpayment to deposit account number 13-0203

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.

Willem F. Gadiano, Esq.

Reg. No. 37,136

Date: December 30, 1999

Total number of pages including cover sheet, attachments, and document: 5

WDC99 197623-1.052969.0010

WDC99 197623-2.052969.0010

PATENT  
REEL: 010485 FRAME: 0868

## ASSIGNMENT OF PATENT RIGHTS

WHEREAS PRAGMATIC VISION, Inc., a Delaware corporation having a principal place of business at 225 Friend St., Boston, MA 02114 (hereafter "assignor") owns certain ownership rights, interests, and title in and to the United States Patents identified below (hereafter collectively and severally "patents"):

1. Patent No. 5,709,257 Issued: Jan 20, 1998 Subject matter: Bark Remover
2. Patent No. 5,865,568 Issued: Feb 02, 1999 Subject matter: Vacuum Cleaner

WHEREAS, PRAGMATIC VISION INTERNATIONAL, LLC., a Delaware limited liability company with a place of business at 225 Friend St. Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of obtaining all of assignor's rights, title, and interests in and to said patents.

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, assignor, hereby sells, assigns, and transfers to assignee its full and complete rights, titles, and interests in and to said patents (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that, since it obtained its rights, title, and interests in said patents, no assignment, transfer, sale, agreement or encumbrance has been entered into which would conflict with this assignment, sale, and transfer and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that it will, upon assignee's request, provide to assignee promptly all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

IN WITNESS WHEREOF, assignor has hereunto set its hand and seal on the date indicated.

ASSIGNOR

PRAGMATIC VISION, INC.

By: M. Michael Waldman  
Name: Michael K. Waldman  
Title: President

Date 12.23.99

ASSIGNMENT OF  
PIPE COUPLER PATENT RIGHTS

WHEREAS PRAGMATIC VISION, INC., a Delaware corporation having a principal place of business at 225 Friend Street., Boston, MA 02114 (hereafter "assignor") owns certain rights, title and interests in and to United States Patent No. 5,562,313, issued October 8, 1996 (the "Pipe Coupler Patent");

WHEREAS said Pipe Coupler Patent claims priority from Russian Patent Application Serial No. 93-053234;

WHEREAS the assignor has assumed certain rights and obligations under those certain agreements of understanding pertaining to said Russian Patent Application Serial No. 93-053234 (hereafter the "Russian Patent Understandings") attached hereto as Exhibit A.;

WHEREAS, PRAGMATIC VISION INTERNATIONAL, LLC, a Delaware limited liability company with a place of business at 225 Friend St., Boston, MA 02114, (hereafter "assignee" which term shall include its successors, assigns, and transferees) is desirous of (1) obtaining all of assignor's rights, title, and interests in and to the Pipe Coupler Patent and (2) assuming assignor's rights and obligations in the Russian Patent Understandings; and

WHEREAS assignor has collected no funds or revenues nor entered into any agreements or supply agreements that are in any way related to or affecting the Russian Patent Understandings.

NOW THEREFORE, be it known that in consideration of the payment by assignee to assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assignor, hereby assigns, transfers and sells to assignee its full and complete rights, title, and interest in and to the Pipe Coupler Patent (including the rights of priority thereto and any continuation, division, renewal, substitute, or reissue thereof and including any and all causes of actions, claims, damages, and remedies that may have and that may yet arise in the future based on any of said patents) for the full term or terms for which the same may be granted.

2. Assignor hereby assigns, transfers, and sells to assignee said Russian Patent Understandings and Assignee hereby accepts said assignment, transfer and deliverance of said Russian Patent Understandings, including all rights and obligations thereunder.

ASSIGNOR hereby covenants that no assignment, transfer, sale, agreement or encumbrance has been entered into that would conflict with this assignment, transfer and sale, and that any encumbrance thereon has been fully removed, cleared and satisfied.

ASSIGNOR further covenants that it will, upon assignee's request, promptly provide to assignee all pertinent facts and documents relating to said patents as may be known to and within the control of assignor and assignor will in good faith testify as to the same in any interference, proceeding, or litigation related thereto and will promptly execute and deliver to assignee or its legal representative any and all papers, instruments, affidavits, or the like required or useful to apply for any reissue or obtain, maintain, issue and enforce said patents.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, assignor and assignee have duly executed this Agreement under seal on the date indicated.

Pragmatic Vision, Inc.  
Assignor

By: Michael Waldman Date 12.28.98  
Name: Michael K. Waldman  
Title: President

Pragmatic Vision International, LLC  
Assignee

By: Michael Waldman Date 12.29.98  
Name: Michael K. Waldman  
Title: President

[SIGNATURE PAGE OF ASSIGNMENT OF  
PIPE COUPLER PATENT RIGHTS]

EXHIBIT A

Russian Patent Understandings

Attached

UNDERSTANDING BETWEEN THOSE INVENTORS OF RUSSIAN PATENT  
APPLICATION SN93-053234, FILED NOV. 26, 1994 RESIDING IN THE  
CIS + MICHAEL VALDMAN AND INVENTION MACHINE CORPORATION  
(IMCorp)

IMCorp has an arrangement with Mr. M. Katz for the payment  
of the US filing, prosecution and maintenance costs related  
to the US filing of a patent application based upon said  
Russian Patent Application. This arrangement provides for  
IMCorp to be the contracting company for the  
commercialization of the invention and US patent.

IMCorp shall submit to Mr. Katz 50% of the earnings received  
by IMCorp from the licensing of the US patent. IMCorp shall  
submit to the other inventors their shares of 6.54% , i.e.:

Alexey Piniaev	-	3.33%
Simon Litvin	-	1.18%
Alexander Ljubomirsky	-	0.26%
Alexey Zakharov	-	0.33%
Alexey Mishin	-	0.98%
Michael Valdman	-	0.46%

of the earnings received by IMCorp from the licensing of the  
US patent.

Each inventor shall assign and sell his/her rights and  
ownership in the US patent application and any division,  
continuation, or other extension of the patent application,  
including the rights to priority to the Russian patent  
application for \$1.00 and the consideration stated herein.

This understanding shall be governed by the laws of the  
state of New Jersey, USA.

AGREED :

INVENTION MACHINE CORPORATION

by [Signature]

Date: \_\_\_\_\_

AGREED :

(1) [Signature] Date: 11/08/94  
(1) [Signature] Date: 11/08/94  
(1) [Signature] Date: 11/08/94  
(1) [Signature] Date: 11/08/94  
(1) [Signature] Date: 11/08/94  
(1) [Signature] Date: 11.08.94

UNDERSTANDING BETWEEN THOSE INVENTORS OF RUSSIAN PATENT APPLICATION SN93-081234, FILED NOV. 26, 1994 RESIDING IN THE CIS + MICHAEL VALDMAN AND INVENTION MACHINE CORPORATION (IMCorp).

IMCorp has an arrangement with Mr. M. Katz for the payment of the US filing, prosecution and maintenance costs related to the US filing of a patent application based upon said Russian Patent Application. This arrangement provides for IMCorp to be the contracting company for the commercialization of the invention and US patent.

IMCorp shall submit to Mr. Katz 50% of the earnings received by IMCorp from the licensing of the US patent. IMCorp shall submit to the other inventors equal shares of 6.54% of the earnings received by IMCorp from the licensing of the US patent.

Each inventor shall assign and sell his/her rights and ownership in the US patent application and any division, continuation, or other extension of the patent application, including the rights to priority to the Russian patent application for \$1.00 and the consideration stated herein.

This understanding shall be governed by the laws of the state of New Jersey, USA.

AGREED:

AGREED:

INVENTION MACHINE CORPORATION  
by [Signature]  
Date: \_\_\_\_\_

- |     |                         |                |
|-----|-------------------------|----------------|
| (1) | <u>[Signature]</u>      | Date: 11/08/94 |
| (2) | <u>[Signature]</u>      | Date: 11/08/94 |
| (3) | <u>[Signature]</u>      | Date: 11/08/94 |
| (4) | <u>[Signature]</u>      | Date: 11/08/94 |
| (5) | <u>[Signature]</u>      | Date: 11/08/94 |
| (6) | <u>Michael Valdmann</u> | Date: 11.08.94 |