

02-23-2000



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PATENTS ONLY

Att'y Dkt. No. 080868-0001

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

1. Name of conveying party(ies):

Donald G. Carson

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

3. Nature of conveyance:

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

Execution Date: December 14, 1999

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

Name: Sagebrush Technology, Inc.

Address: 10300-A Constitution, NE

City: Albuquerque

State: New Mexico

Zip: 87112

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

4. Application number(s) or patent number(s): U.S. Patent No. 5,105,672

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

A. Patent Application No(s).

B. Patent No(s).

U.S. Patent No. 5,105,672

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sean V. O'Connell, Esquire

Address: McKinney &amp; Stringer, P.C.

Corporate Tower

101 North Robinson, Suite 1300

City: Oklahoma City

State: Oklahoma Zip: 73102-5504

Phone: 405/272-1915

Fax: 405/239-7902

6. Total no. of applications and patents involved [ 1 ]

7. Total fee (37 C.F.R. 3.41)

\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account.

8. Deposit Account Number 13-2493

(Attach triplicate of this page if paying by deposit account)

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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.

Sean V. O'Connell, Esquire

Name of person signing

Signature

January 4, 2000

Date

Total number of pages including cover sheet [ 3 ]

SVO/tds/375698

02/22/2000 TTOM11 00000187 132493 5105672

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PATENT  
 REEL: 010557 FRAME: 0100

## ASSIGNMENT

WHEREAS, Donald G. Carson, an individual residing at 12108 Towner Avenue, NE, Albuquerque, NM 87112 (hereinafter referred to as Assignor), has invented and owns all interest to a certain United States Patent No. 5,105,672, issued April 21, 1992 for a ROTARY DRIVE APPARATUS HAVING ONE MEMBER WITH SMOOTH OUTER PERIPHERAL SURFACE (the "Patent"); and

WHEREAS, Sagebrush Technology, Inc., a Delaware corporation, with its principal office at 10300-A Constitution, NE, Albuquerque, NM 87112 (hereinafter referred to as Assignee), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

WHEREAS, notwithstanding anything in this Agreement to the contrary, the Assignor and the Assignee acknowledge that Betty Carson, as the spouse of the Assignor, may have community property or other rights in and to the Patent and, to the full extent of such rights Betty Carson is willing to assign such rights in the Patent to the Assignee.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by the Assignee to the Assignor of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns and transfers to the Assignee the full and exclusive right, title and interest to said invention and the Patent in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, extension, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted and Betty Carson hereby assigns to Assignee all of her right, title and interest in and to the Patent.

The Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment except for that License Agreement dated July 25, 1991 by and between Sagebrush Technology, Inc., a New Mexico corporation as Licensee and Donald G. Carson and Diamantis D. Preonas, as Licensor; Non Exclusive License Agreement dated June 15, 1994 given to Oliver Associates, Inc. and that Non Exclusive License Agreement dated November 13, 1995 given to Andrew Associates.

The Assignor further covenants that, at the expense of the Assignee, the Assignee will, upon its request and at its expense, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to the Assignor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to the Assignee or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes of this Assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 14 day of December, 1999.



Donald G. Carson



Betty Carson

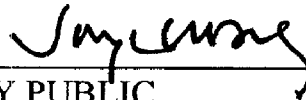
STATE OF NEW MEXICO )

)

ss.

COUNTY OF BERNARDINO

The foregoing was acknowledged before me, a Notary Public, on the 14 day of DECEMBER, 1999, by Donald G. Carson and Betty Carson.



NOTARY PUBLIC

My Commission Expires:

10-4-2003