

02/01/00

03-16-2000

RE



ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents &amp;

101291032

J original documents or copy thereof.

1. Name of conveying party(ies):

John R. Guest

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

3. Nature of conveyance:

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

Execution Date: March 11, 16 &amp; 19, 1999

2. Name and address of receiving party(ies)

Name: John Blazina

Internal Address:

Street Address: 5549 N. Lydell Avenue

City: Glendale State: Wisconsin Zip: 53217

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

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

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)

5,535,804

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael R. Crabb

Internal Address: ZARLEY, MCKEE, THOMTE,

VOORHEES &amp; SEASE, P.L.C.

Street Address: 801 Grand Avenue, Suite 3200

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: Charge any additional fee(s) to: 26-0084

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

03/16/2000 DC0ATES 00000016 5535804

City: Des Moines State: IA Zip: 50309

01 FC:581

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.*

Michael R. Crabb, Reg. No. 37,298

Name of Person Signing

Signature

1/28/2000

Date

4

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

PATENT  
REEL: 010602 FRAME: 0127

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENTEE: John R. Guest  
PATENT NO: 5,535,804

CONTINUATION OF RECORDATION FORM  
COVER SHEET

## Continuation of Item No. 2 - Receiving Party(ies):

Name: Ryan A. Burk

Internal Address: \_\_\_\_\_

Street Address: 16298 Twelve Mile Road, Apt. 4City Bernard State: Iowa ZIP: 52032Name: Raymond S. Hodyniak, Jr.

Internal Address: \_\_\_\_\_

Street Address: 11261 Erica CourtCity Roscoe State: Illinois ZIP: 61073

BILL OF SALE

For the consideration of the sum of US\$0.30 Royalty and US\$54,000.00 Dollars

Seller, John A. Guest  
~~Robert J. Guest~~, 34 Forest Street, Aylmer, Quebec, Canada, J9H 4E6 and  
Hyke, Inc., 34 Forest Street, Aylmer, Quebec, Canada, J9H 4E6; aka,  
Hyke Consumer Designs, Inc, using "GateWay" trademark

does hereby sell, assign, transfer and set over unto the

Buyer, John Blazina, 5549 N. Lydell Avenue, Glendale, Wisconsin 53217, U.S.A. and  
Ryan A. Burk, Apt. 4, 16298 Twelve Mile Rd., Bernard, IA 52032, U.S.A. and  
Raymond S. Hodyniak, Jr., 11261 Erica Ct., Roscoe, IL 61073, U.S.A.,

the following described personal property, to-wit:

Patent: #US Patent No. 5,535,304 PET DOOR KIT, Guest;

Trademark: "GateWay" and any associated copyrights;

Other: Sales Materials, Photo Layouts, Art Work, Drawings, Marketing Information,  
Manufacturing and Marketing Files, Design and Packaging Files, Customer  
Lists and anything that is deemed necessary by the buyer for the buyer  
to perform the proper manufacturing and marketing of the Pet Door product.  
(The above does not include packaging cutting nor printing dies, nor  
any records of accounts receivable or payable.)

TERMS: Buyer shall pay to Seller for above property, as follows:

CASH: US\$ 4,000.00 upon the signing of this Bill of Sale;  
US\$ 15,000.00 on or before September 15, 1999; and the balance of  
US\$ 35,000.00 on or before September 15, 2000; and for the life  
of product(s) confined to the above patent, shall pay a

ROYALTY: US\$ 0.30/Unit sold, by the end of month following the month  
receipt of customer payment is received; whereby  
1/2 (50%, i.e. US 15¢) of said Royalty is to be applied to  
and reduce the above cash payments; and shall also pay a  
temporary, additional Royalty of:  
US\$ 0.20 minimum/Unit sold, along with the \$.30 Royalty, whereby  
all (100%, i.e. US 20¢) of said Additional Royalty shall  
be applied to and reduce the above cash payments.  
After September 15, 2000, no Royalty can be used to reduce the  
above cash payment and all cash payments must be completed on or  
before September 15, 2000. Once above said cash payments are  
complete, the 20¢ Additional Royalty shall cease. Thereafter,  
as long as any product, within the confines of above said Patent,  
shall be sold, the Seller shall receive the above said 30¢ Royalty.

OTHER TERMS:

- Seller agrees if the current US\$4.50 Distributor Price is lowered  
due to market conditions, then Seller's 30¢ Royalty shall be  
decreased by the exact, same percentage decrease as the said  
price and do so again if there's additional decreases in said  
price. The 30¢ Royalty is not subject to price discounting,  
specials or increases.
- Exclusive Canadian Sales Rights may be retained by Seller and  
shall have Buyer provide inventory for Canadian sales at Buyer's  
manufacturing cost (includes 30¢ Royalty) and no Royalty shall  
be paid to Seller for said Canadian sales unless Buyer sells  
into Canada over the manufacturing cost per written mutual  
agreement. Buyer shall extend credit to Seller at Net 60 Days.

The Buyer shall be responsible for all costs incurred to accomplish the transfer of  
ownership of said Patent with the United States Patent Office. The same responsibility  
applies to Trademarks and/or Copyrights.

Buyer agrees to cease any breach of the terms of this Bill of Sale immediately upon  
receipt of written notice from Seller specifying a particular breach; also, the  
Seller agrees to do the same.

Seller warrants that said Patent has no outstanding liens, incumbencies, licenses,  
assignments or infringements. Seller warrants that Seller has sole and exclusive  
ownership of said Patent and is able to pass clear ownership to Buyer.

(Continued on page 2.)

John A. Guest

Date

3/16/99

Raymond S. Hodyniak, Jr.

Date

3/16/99

Ryan A. Burk

Date

3/11/99

John B.

PATENT

3/11/99

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Seller shall make all above said property available to Buyer for transfer to Buyer's location and ownership within two weeks of the signing of this Bill of Sale. The Buyer shall be responsible for the cost of transfer.

The above named Buyer does hereby assent to becoming the owner of the above described property.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as the appropriate gender, according to the context.

SIGNED this 16 day of MARCH,  
1999 by Seller:

John R. Guest

By: John R. Guest, as person

Hyke, Inc.

By: John R. Guest, as President &  
Owner

Province of Quebec,  
Country of Canada.

This instrument was acknowledged  
before me on MARCH 16, 1999  
by John R. Guest  
as person & President/Owner  
of Hyke, Inc.  
if a corporation, Said person(s)  
acknowledge that the corporation  
~~has no seal~~ has a seal which is  
affixed thereto (strike one)

[Signature]  
Notary Public DOUGLAS J. LAURITSEN

SIGNED this 11<sup>th</sup> day of MARCH,  
1999 by Buyer:

John Blazina

By: John Blazina, as person

Ryan A. Burk

By: Ryan A. Burk, as person

Raymond S. Hodyniak, Jr.

By: Raymond S. Hodyniak, Jr., as  
person

State of: IL

County of: Wend,  
Country of United States.

This instrument was acknowledged  
before me on MARCH 11, 1999  
by John Blazina, as person,  
by Ryan A. Burk, as person and  
by Raymond S. Hodyniak, Jr.  
as person

[Signature]  
Notary Public

OFFICIAL SEAL  
JEANNE WILLHOITE  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 03/03/00