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03-27-2000



Practitioner's Docket No. 30248-1001

101297796

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box: Assignments
Assistant Commissioner for Patents
Washington, D.C. 20231

NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 CFR § 3.27

ASSIGNMENT(DOCUMENT) COVER SHEET (37 CFR 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 27 CFR 3.31(b)

Attached please find an assignment (document) for recordal.

CERTIFICATION UNDER 37 CFR 1.8(A) AND 1.10

(When using Express Mail, the Express Mail label number is mandatory;
Express Mail certification is optional)

I hereby certify that, on the date shown below, the correspondence is being:

MAIL

- deposited with the United States Postal Service in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231
37 CFR (1.8(a))
- with sufficient postage as first class mail
- as "Express Mail Post Office to Addressee" Label No. (mandatory)

TRANSMISSION

- transmitted by facsimile to the Patent and Trademark Office.

Signature

Jeffrey D. Myers

(typed name)

Date: February 16, 2000

***WARNING:** Each paper or fee filed by Express Mail must have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. 1.10(b). "Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will not be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

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PATENT
REEL: 010618 FRAME: 0939

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENTS(S)
FOR ASSIGNMENT (DOCUMENT) RECORDAL
(37 CFR 3.21 and 37 CFR 3.31(a)(4))**

NOTE: See 37 CFR 3.21.

Note: § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

1. This assignment is for the following patent application and/or issued patent:

National application Serial No. __, filed on __
Provisional application Serial No. __, filed on __
International application PCT/US ____, international filing date __
Patent No. **5,720,473**, issued on **February 24, 1998**

(Complete if applicable) which was previously assigned and recorded

Date _____ Reel _____; Frame _____

(also complete the following, if applicable)

and also for the applications and/or patents shown on the attached list of FURTHER APPLICATIONS(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added: _____

NOTE: Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS AND TOTAL FEE (37 CFR 3.28 (a)(6))

2. A. The total number of applications and/or patents identified in this cover sheet is **one**.

B. The total fee is (37 CFR 1.21(h)):

1 x \$40.00 = **\$40.00**

(Total number of
Applications and/or
Patents)

C. Payment of fee is made by: The attached check for \$40.00
 Please charge Account 13-4213. A duplicate of this cover sheet is attached.

Please charge Account 13-4213 for any fee deficiency or credit to account any overpayment.

NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(a)(1))

NOTE: "The term 'party' as used in this rule (§ 3.31) means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65).

3. The party(ies) conveying **AN UNDIVIDED 15%** interest is (are):

Name 1: JAMES GREGORY THOMAS

Name 2:

Name 3:

NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST 37 CFR 3.31(a)(2))

4. The rights are being conveyed to:

Name: **WALLACE DEAN AND KATHRYN B. HENDERSON TRUST DATED JANUARY 30, 1995**
Address: 510 Kinley, N.E.
Albuquerque, New Mexico 87102

DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED (37 CFR 3.31(a)(3))

5. an assignment a security agreement
 a merger a license
 a change of name a change of address
 other: _____

NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE SHOULD BE MAILED (37 CFR 3.31(a)(5))

6. Please address correspondence to:

Jeffrey D. Myers, Reg. No. 35,964
Post Office Box 26927
Albuquerque, New Mexico 87125-6927
Telephone: (505) 998-1500; direct line: (505) 998-1502

DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))

7. The attached assignment (document) was executed on **December 17, 1999**

LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED

NOTE: "The Office will accept and record non-English language documents only if accompanied by a verified English translation signed by the individual making the translation." 37 CFR 3.26.

8. The attached document:

- is in the English language
 is not in the English language and a verified English translation signed by the individual making the translation is attached.

ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED

NOTE: See 37 CFR 3.24.

9. Submitted herewith is:

- the original document
- a true copy of the original document, which I certify to be a true copy.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 CFR § 3.24] by providing a true copy of the or original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." MPEP, 6th ed. § 302.01.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS

(check item, if applicable)

- 10. Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME

(check item, if applicable)

- 11. Because the purpose of the attached document is to record a change of name of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

CHANGE OF PATENT MAINTENANCE FEE ADDRESS

(check item, if applicable)

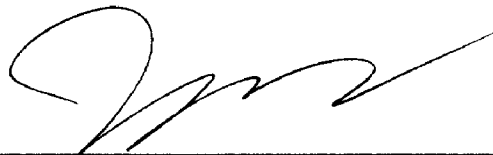
- 12. A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

STATEMENT (37 CFR 3.31(a)(9)) AND SIGNATURE (37 CFR 3.31(a)(10))

13. 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.

NOTE: "The term 'party' as used in this rule [§ 4.41] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where the corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65.

Date: February 16, 2000



Jeffrey D. Myers
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Telephone: (505) 998-1500

Customer No. 005179

TOTAL NUMBER OF PAGES BEING SUBMITTED

14. The total number of pages being submitted, including cover sheet attachment(s), and documents are: 8

[\\JDM\DOCS\ANNETTE\Triad.PTO.doc] 30248-1001

ASSIGNMENT AND AGREEMENT CONCERNING INVENTION AND PATENT RIGHTS

Inventor(s): James Gregory Thomas

U.S. Patent No. 5,720,473

Issue Date: February 24, 1998

For valuable consideration received or to be received, and hereby acknowledged, James Gregory Thomas of Albuquerque, New Mexico, (hereinafter referred to as "Inventor"), hereby sells, assigns and transfers unto the Wallace Dean and Kathryn B. Henderson Trust Dated January 30, 1995, its successors and assigns (hereinafter referred to as "Assignee"), an undivided fifteen percent (15%) interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as *Shock Absorber*, and described in an application filed in the United States Patent and Trademark Office on March 26, 1996, and given U.S. Patent Application Serial No. 08/621,843, and issued as U.S. Patent No. 5,720,473 on February 24, 1998, and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, reissue, reexamination or other applications based thereon, including Brazilian Patent Application Serial No. PI 9708268-6, European Patent Application Serial No. 97916225, and Japanese Patent Application Serial No. 09-534574. And Inventor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper to secure to Assignee Assignee's interest in the grant of Letters Patent in the United States and/or in other countries, and to vest and confirm in Assignee Assignee's legal and equitable title and full use and benefit of all such patents.

Any and all sales or licensing of the above patent rights by Assignee may only be done with the prior written consent of Inventor. Furthermore, a duty of accounting shall apply between Inventor and Assignee in the ratio of eighty-five percent (85%) as to Inventor and fifteen percent (15%) as to Assignee, after all reasonable expenses relating to the invention have been paid or reimbursed after execution of this Assignment and Agreement Concerning Invention and Patent Rights.

Inventor's rights in the above-mentioned invention or improvement and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventor has full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventor" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

DATED this 17th day of December, 1999.

James Gregory Thomas
James Gregory Thomas

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 17th day of December, 1999, by James Gregory Thomas.

Katherine Grammer
Notary Public

My commission expires:

February 1, 2002

Assignee hereby accepts the assignment under the terms stated, this 17th day of December, 1999.

WALLACE DEAN AND KATHRYN B.
HENDERSON TRUST DATED
JANUARY 30, 1995

Wallace Henderson
Wallace Henderson, Trustee

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

This instrument was acknowledged before me this 17th day of December, 1999, by the Wallace Dean and Kathryn B. Henderson Trust Dated January 30, 1995, by Wallace Henderson, Trustee.

Katherine Grammer
Notary Public

My commission expires:

February 1, 2002

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