

03-29-2000

Docket No.: 30928-1001

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101300957

FORM PTO-1595 (Modified)
(Rev. 6-93)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Pamela H. Lilley

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

Name: **Gel Products, Inc.**

Internal Address:

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

Street Address: **RD 3, Box 358C**

City: **Laurel** State: **DE** ZIP **19956**

Execution Date: **December 15, 1999**

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

4. Application number(s) or registration numbers(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)

09/467,127

Additional numbers attached? Yes No

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

Name: **Joseph Barrera**

Internal Address: **Peacock, Myers & Adams**

Street Address: **P.O. Box 26927**

City: **Albuquerque** State: **NM** ZIP: **87125**

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

13-4213

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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.

Joseph Barrera

Name of Person Signing

Signature

February 16, 2000

Date

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

4

PATENT
REEL: 010633 FRAME: 0696

ASSIGNMENT OF INVENTION AND PATENT RIGHTS

Inventor: PAMELA H. LILLEY
Serial No.: 09/ 467,127
Filing Date: December 17, 1999

For valuable consideration received or to be received, and hereby acknowledged, Pamela H. Lilley of 32732 County Line Road, Wickenburg, Arizona 85390, (hereinafter referred to as "Inventor"), hereby sells, assigns and transfers unto GEL PRODUCTS, INC. of RD3 Box 358C, Laurel, Delaware 19956, its successors and assigns (hereinafter referred to as "Assignee"), the entire 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 *FINISHING COMPOUNDS FOR RADIATION CURABLE NAIL COATINGS*, and described in an application filed in the United States Patent and Trademark Office on 12/17/99, 1999, as Attorney Docket No. 30928-1001, and given U.S. Patent Application Serial No. 09/ 467,127, 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, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

Inventor hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventor further agrees with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventor which are not in the public domain and which relate to the above-mentioned invention or improvement, its

manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventor agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventor further covenants that Assignee will, upon its request, 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 Inventor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative 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 thereof.

Inventor's rights in the above-mentioned invention or improvement and Related Know-How 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.

Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 15th day of December, 1999

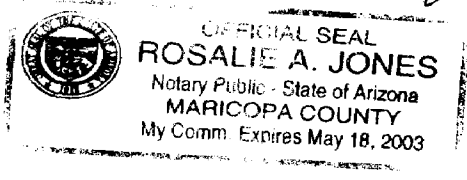
Pamela H. Lilley
PAMELA H. LILLEY

STATE OF ARIZONA)
COUNTY OF Maricopa) ss.

This instrument was acknowledged before me this 15 day of Dec, 1999, by Pamela H. Lilley.

Rosalie A. Jones
Notary Public

My commission expires:
May 18, 2003



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