

06-07-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



101375627

To the Honorable Commissioner of Patents and Trademarks, 101375627 copy thereof.

1. Name of conveying party(ies):

Dr. David A. Hendrick and
Dr. Randolph C. Robinson

5.16.00

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

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

Name: Inter-Os Technologies, LLC

Internal Address: _____

Street Address: 7144 South Chapparral Circle East

City Aurora State Colorado ZIP 80016

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

3. Nature of Conveyance:

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

Execution Date: January 25, 2000

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

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

A. Patent Application No.(s)

B. Patent No.(s) 5,364,396 Issued November 15, 1994

Additional numbers attached? ☐ Yes ☒ No

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

Name: Eric B. Meyertons

Internal Address: Conley, Rose & Tayon, P.C.

Street Address: P.O. Box 398

City Austin State TX ZIP 78767-0398

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

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.

Eric B. Meyertons

Name of Person Signing
Reg. No. 34,876

[Signature]
Signature

5/9/00
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-011 (exp.4/94)

06/06/2000 DNDUYEN 00000164 5364396

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PATENT
REEL: 010822 FRAME: 0317

ASSIGNMENT AGREEMENT

This agreement ("Agreement") is entered into by and between:

- (a) Dr. David A. Hendrick, an individual having a business address of 909 East Wayne, Salina, Kansas 67401 ("Hendrick");
- (b) Dr. Randolph C. Robinson, an individual having a business address of 2900 S. Peoria, Suite D, Aurora, Colorado 80014 ("Robinson"); and
- (c) Inter-Os Technologies, LLC, a limited liability corporation organized and existing under the laws of the State of Colorado and having its principal place of business at 7144 South Chapparral Circle East, Aurora, Colorado 80016 ("Inter-Os").
- (d) Hendrick, Robinson and Inter-Os are parties to this Agreement, and may be referred to as "the parties" or "each respective party".
- (e) The effective date of this Agreement is September 7, 1999.

BACKGROUND

- A. Hendrick and Robinson are co-inventors in U.S. Patent No. 5,364,396 (the "Patent"). Robinson is the owner of Inter-Os.
- B. Robinson and Hendrick previously entered into an assignment agreement, a copy of which is attached hereto as Exhibit A. In such assignment agreement, Robinson was assigned an eighty percent interest in the Patent and Hendrick was assigned a twenty percent interest in the Patent.
- C. Robinson and Hendrick desire to assign all of their interests in the Patent to Inter-Os.

ACCORDINGLY, in consideration of the mutual agreements stated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

AGREEMENT

1.1 Payment to Hendrick. Inter-Os hereby agrees to pay to Hendrick the sum of Three Thousand Dollars (\$3,000.00), the payment of which Hendrick hereby acknowledges receipt of. In addition to the payment of \$3,000.00 as hereinbefore set forth Inter-Os, Robinson and Hendrick hereby agree to assign the patent to a newly formed corporation whose shares will be offered for sale to the public. As additional consideration to Hendrick, Inter-Os and Robinson agree to do any and all acts and things necessary to cause 10,000 shares of said newly formed public corporation to be set aside and made available to Hendrick for purchase at the initial purchase offering price, which price shall be made available to Hendrick for twelve (12) months from the date the initial purchase offering is made. At any time within said twelve (12) month period, up to 10,000 shares of the newly formed publicly held corporation shall be delivered to Hendrick upon payment by Hendrick of the IPO price.

1.2 Assignment of Robinson and Hendrick's Interest. Robinson and Hendrick hereby assign to Inter-Os, in perpetuity, the entire right, title and interest for the United States and all foreign countries, in and to the Patent and any and all improvements which are disclosed in the Patent, and all divisional, continuing, substitute, renewal, reissue, reexamination and all other patents and applications for patent which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the Patent; and specifically including, without limitation, damages, and payments for past or future infringements of the Patent, and including all rights to sue for past, present and future infringements of the Patent. In conjunction therewith, Robinson and Hendrick authorize all patent issuing authorities to issue any and all United States and foreign patents granted on such improvements to Inter-Os.

1.3 Covenant of Good Faith. Robinson and Hendrick covenant that, when requested and at the expense of Inter-Os, to carry out in good faith the intent and purpose of this Agreement, Robinson and Hendrick will execute all divisional, continuing, continuation-in-part, substitute, renewal, reissue, reexamination and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to Inter-Os all facts known to Robinson and Hendrick relating to such improvements and the history thereof; assist Inter-Os in its efforts to enforce the Patent against any

person or entity infringing the Patent; and generally do everything possible which Inter-Os shall reasonably consider desirable for securing, maintaining and enforcing proper patent protection for the Patent and such improvements and for vesting title to the Patent and such improvements in Inter-Os. Robinson and Hendrick will not voluntarily do, cause to be done, or omit to do anything, or assist anyone else to do anything, the doing, causing, omitting or assisting of which would contest or in any way impair (i) the rights of Inter-Os in the Patent, (ii) the enforceability and/or validity of the Patent, or (iii) any cause of action that Inter-Os may have concerning infringement of the Patent.

1.4 Warranty. Robinson and Hendrick warrant and covenant that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by Robinson and/or Hendrick, and that the full right to convey the same as herein expressed is possessed by Robinson and Hendrick.

1.5 Waiver; Remedies Cumulative. Waiver of any breach of this Agreement by any party shall be ineffective unless in writing signed by the party waiving compliance and shall not be considered a waiver of any other breach. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

1.6 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties. All previous representations and agreements (including the agreement attached hereto as Exhibit A), whether oral or written, regarding the subject matter of the agreement are merged in this Agreement. This Agreement may be modified only by a writing signed by the parties.

1.7 No Agency. The parties are independent contractors and nothing in this Agreement shall be construed to create an agency, joint venture, partnership or other form of business association between the parties.

1.8 Choice of Law; Jurisdiction; Venue. The parties agree to the validity and interpretation of this Agreement and the legal relationship of the parties shall be governed by the laws of the State of Colorado, U.S.A. Exclusive jurisdiction and venue for resolution of all disputes between the parties shall be in the courts located

in Denver, Colorado, U.S.A., and the parties hereby agree to submit to the personal jurisdiction of such courts.

1.9 Further Documents. Robinson and Hendrick agree, without further consideration, to execute, acknowledge and deliver such further documents, instruments, applications, assignments, certificates, affidavits and other documents as Inter-Os may reasonably require to effectuate the intent of this Agreement.


1.10 Headings. The headings in this Agreement are for the purposes of reference only and shall not be construed a part of this Agreement.

1.11 No Bias. This Agreement shall be interpreted as written and negotiated jointly by the parties. It shall not be strictly construed against either party, regardless of the actual drafter of the Agreement.

1.12 Binding on Heirs, Etc. Robinson and Hendrick agree that this Agreement is and will be binding on the heirs, assigns, representatives and successors of Robinson and Hendrick and shall extend to the successors, assigns and nominees of Inter-Os.

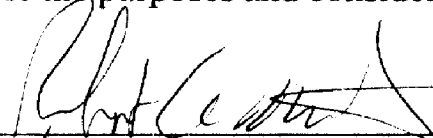
IN WITNESS WHEREOF, the parties have respectfully caused this Agreement to be executed by their duly authorized representatives on the dates hereinafter indicated.

David A. Hendrick:

Signature: 
Date: 1/14/00

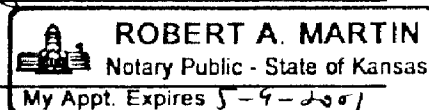
STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this ____ day of _____, 2000, personally appeared David A. Hendrick, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

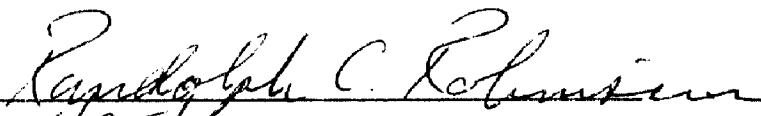


Notary Public

My Commission Expires: _____

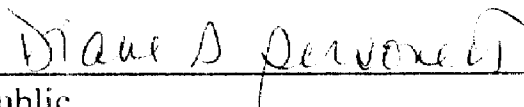


Randolph C. Robinson:

Signature: 
Date: 1/25/00

STATE OF Colorado)
) ss:
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this 25th day of January, 2000, personally appeared Randolph C. Robinson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



Notary Public

My Commission Expires: _____
My Commission Expires 01/26/2001
19771 East Smoky Hill Road
Aurora CO 80015

Inter-Os:

Signature: Randolph C. Robinson
Typed Name: RANDOLPH C. ROBINSON
Title: President
Date: 1/25/00

STATE OF Colorado)
) ss:
COUNTY OF Arapahoe)

BEFORE ME, the undersigned authority, on this 25th day of January, 2000, personally appeared Randolph C. Robinson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed., in the capacity stated, and as the act and deed of said corporation.

Diane D. Peterson
Notary Public
My Commission Expires: My Commission Expires 01/26/2003
19771 East Smoky Hill Road
Aurora, CO 80015

EXHIBIT A

ASSIGNMENT

WHEREAS, Randolph C. Robinson of Aurora, Colorado and David A. Hendrick of Aurora, Colorado, have invented certain new and useful improvements for a **DISTRACTION METHOD AND APPARATUS**, for which they are about to make application for Letters Patent of the United States of America, said application being identified as Brian D. Smith's Docket No. S-118.1P and executed concurrently herewith;

WHEREAS, Randolph C. Robinson and David A. Hendrick now own the entire right, title and interest therein; and

WHEREAS, Randolph C. Robinson of Aurora, Colorado and David A. Hendrick of Aurora, Colorado are desirous of acquiring the entire right, title and interest therein and thereto as set forth below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and certain other good and valuable consideration, the receipt of which is hereby acknowledged, the said Randolph C. Robinson and David A. Hendrick by these presents sells, assigns, and transfers their entire right, title and interest in and to the said invention as follows:

Eighty percent (80.0%) to Randolph C. Robinson

Twenty percent (20.0%) to David A. Hendrick

Said entire right, title and interest in and to the invention includes the aforesaid application for the territory of

the United States of America and for all foreign countries, and to all Letters Patent, divisions, continuations, continuations-in-part, reissues, and extensions to be obtained therefore. In addition, the said Randolph C. Robinson and David A. Hendrick covenant that they have full right to make this Assignment and agree that they will communicate all facts known to each other respecting said invention whenever requested to do so by one another; and they further agree to cooperate with each other hereunder in the obtaining and sustaining of any and all such Letters Patent, but at the expense of said Randolph C. Robinson.

By this conveyance of each party's individual rights in said invention and any Letters Patent which may hereafter be issued thereto, to each party as set forth above, each party agrees to use, license or sell any subject matter encompassed by said invention or any patent hereafter issued covering the same, only with the joint and mutual action of the other party and each party shall account to the other party for any and all royalties and revenues either may derive from said invention in any manner whatsoever, and the same shall be shared between the parties in accordance with the percentages set forth above. In the event of any disagreement between Randolph C. Robinson and David A. Hendrick regarding the use, licensing or sale of any subject matter encompassed by said invention, or any patent hereafter issued covering the same, the decision of Randolph C. Robinson with respect to any such disagreement shall control and be final.

The Commissioner of Patents is hereby directed to issue the

patent in the United States to Randolph C. Robinson and David A. Hendrick, jointly, in accordance with this Assignment.

Executed at Denver, Colorado, County of Denver, State of Colorado this _____ day of _____, 1993.

Randolph C. Robinson

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this _____ day of _____, 1993, personally appeared before me Randolph C. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose and consideration therein expressed.

My Commission Expires: _____.

Notary Public

David A. Hendrick

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

On this _____ day of _____, 1993, personally appeared before me David A. Hendrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purpose and consideration therein expressed.

My Commission Expires: _____.

Notary Public

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