

KOLISCH  
HARTWELL  
DICKINSON  
MCCORMACK  
& HEUSER

6-19-00

07-17-2000



101405117

00 JUN 17 PM 12:49  
OPN/MAILBOX

A Professional Corporation

June 12, 2000

PATENT, TRADEMARK  
& COPYRIGHT ATTORNEYS

Assistant Commissioner for Patents  
BOX ASSIGNMENT  
Washington, D.C. 20231

Jon M. Dickinson  
John M. McCormack\*  
Peter E. Heuser\*  
David A. Fanning\*  
David P. Cooper  
Pierre C. Van Rysselberghe\*  
Walter W. Karnstein  
Stephen E. Gass, Ph.D.  
Charles H. DeVoe  
Kasey C. Christie  
David S. D'Ascenzo  
Owen W. Dukelow\*\*  
James R. Abney, Ph.D.\*  
Mark D. Alleman  
James David Fulmer\*  
M. Matthews Hall, Ph.D.  
Christopher S. Tuttle

Sir:

RECORDATION FORM COVER SHEET  
PATENTS ONLY

Enclosed for recordation in the records of the U.S. Patent and Trademark

Office is a copy of a document with particulars as follows:

(1) Name of conveying parties:

Robert O. More  
Gwenmore Corporation

(2) Name and address of receiving parties:

Steven G. Lord  
5393 S.W. Humphrey Blvd.  
Portland, Oregon 97221

John G. Whittemore  
15818 S.W. Village Circle  
Beaverton, Oregon 97007

(3) The nature of the conveyance is an Assignment of Patents which has

an effective date of December 1, 1999.

(4) Patent No.(s)      Patent Date

5,243,713      September 14, 1993

\* CA & D.C. Bars  
\* OR & CA Bars  
\* OR, CA & ID Bars  
\* WA Bar

OREGON ☒  
200 Pacific Building  
520 S.W. Yamhill Street  
Portland, Oregon 97204  
Telephone: 503/224-6655  
Facsimile: 503/295-6679

CALIFORNIA ☐  
260 Sheridan Avenue, Suite 200  
Palo Alto, California 94306-2009  
Telephone: 650/325-8673  
Facsimile: 650/325-5076

IDAHO ☐  
101 S. Capitol Boulevard, Suite 500  
Boise, Idaho 83702  
Telephone: 208/384-9166  
Facsimile: 208/384-9169

info@khdmh.com  
www.khdmh.com

40.00  
00000260 5243713  
07/17/2000 ASCOTT  
01 FC:581

(5) Any and all correspondence concerning this document should be addressed and mailed to the following:

David P. Cooper  
Kolisch, Hartwell, Dickinson,  
McCormack & Heuser  
200 Pacific Building  
520 S.W. Yamhill Street  
Portland, Oregon 97204

(6) The total number of patents involved in this conveyance is 1.

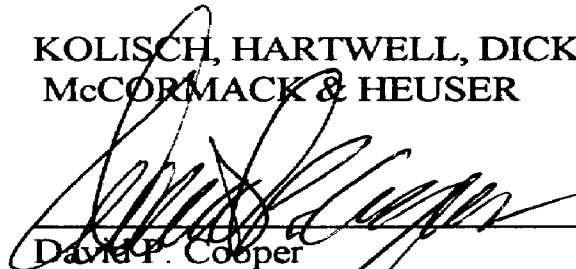
(7) Our check in the amount of \$40.00 to cover the recordation fee is enclosed, in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required. A duplicate copy of this form is attached.

(9) 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.

Respectfully submitted,

KOLISCH, HARTWELL, DICKINSON,  
McCORMACK & HEUSER



David P. Cooper  
Reg. No. 33,372  
520 S.W. Yamhill Street, Suite 200  
Portland, Oregon 97204  
Telephone: (503) 224-6655  
Facsimile: (503) 295-6679

of Attorneys for Patentee

TOTAL NUMBER OF PAGES  
INCLUDING COVER SHEET,  
ATTACHMENTS AND DOCUMENT: 10

(5) Any and all correspondence concerning this document should be addressed and mailed to the following:

David P. Cooper  
Kolisch, Hartwell, Dickinson,  
McCormack & Heuser  
200 Pacific Building  
520 S.W. Yamhill Street  
Portland, Oregon 97204

(6) The total number of patents involved in this conveyance is 1.

(7) Our check in the amount of \$40.00 to cover the recordation fee is enclosed, in accordance with 37 C.F.R. § 3.41.

(8) Please charge our Deposit Account No. 11-1540 for any additional fees which may be required. A duplicate copy of this form is attached.

(9) 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.

Respectfully submitted,

KOLISCH, HARTWELL, DICKINSON,  
McCORMACK & HEUSER



---

David P. Cooper

Reg. No. 33,372

520 S.W. Yamhill Street, Suite 200

Portland, Oregon 97204

Telephone: (503) 224-6655

Facsimile: (503) 295-6679

of Attorneys for Patentee

TOTAL NUMBER OF PAGES  
INCLUDING COVER SHEET,  
ATTACHMENTS AND DOCUMENT: 10

ASSIGNMENT OF PATENTS

GRANTOR:                   ROBERT O. MORE and  
                                  GWENMORE CORPORATION,  
                                  an inactive Oregon corporation

BUYER:                     STEVEN G. LORD  
                                  JOHN G. WHITTEMORE

This Assignment of Patents (this "Assignment") is made as of December 1<sup>st</sup>,  
1999 (the "Effective Date") by and between the above-referenced parties.

1.     Assignment. Grantor is the owner of certain U. S. patents, patent applications, and related rights for one or more controllable flush devices, as more particularly described in Exhibit A attached hereto (collectively the "Products") and Buyer desires to acquire all such rights. Grantor hereby transfers, assigns, and sell to Buyer, all of Grantor's present and future right, title and interest in and to the patents and the inventions relating to the Products, and all rights and claims associated therewith, and all proceeds thereof.

2.     Consideration. As consideration for this Assignment, Buyer agrees to pay to Grantor, the sum of One Dollar and No/100 Dollars (\$1.00), for each Product manufactured and sold. Payment shall be made to Grantor in U.S. dollars within thirty (30) days after receipt by the selling party of full payment of the purchase price for each Product. Adjustments for payments made for rejected Products or for any overpayment shall be

deducted from subsequent payments due Grantor, or shall be refunded by Grantor upon request.

3. Warranties. Grantor covenants and warrants that Grantor is the rightful owner, or authorized licensee or assignee, of all proprietary interests in and to the Products, including any available or applicable patent rights, copyrights, trademark rights, or trade name rights, and that Buyer is hereby authorized to use any and all of such rights to the extent necessary for the performance of all activities contemplated in this Agreement. Grantor warrants that it has the lawful right to sell its rights relating to the Products as provided hereunder to Buyer, and in the event of a sale, that title to such rights conveyed shall be good, marketable, and free of claims and encumbrances. Grantor further warrants and represents that Grantor has not entered into any assignment, contract, or understanding with any party which conflicts herewith.

4. Territories. The rights assigned hereunder may be exercised and enjoyed by Buyer throughout the world, without geographical limitation whatsoever. Grantor further assigns to Buyer, all right, title and interest in and to the Products as described herein, throughout all countries foreign to the United States, and does hereby authorize Buyer to apply for patents therefor in Buyer's own name in countries where such procedure is proper and to claim the benefit of the International Convention, and to agree to execute applications for the assigned rights in the several countries where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the patents to be obtained therefor, to Buyer, as well as all other necessary documents.

5. Grantor's Covenant. Grantor covenants and agrees to cooperate with Buyer in order to permit Buyer to enjoy to the fullest extent possible, all right, title, and interest herein assigned. Such cooperation shall include but is not limited to (i) prompt execution of all documents necessary or desirable to perfect any right, title and interest herein conveyed, and (ii) prompt execution of all documents, oaths, petitions, specifications, declarations, or other papers, deemed necessary or desirable by Buyer, for prosecuting any patent applications related to the Product, for filing and prosecuting substitute, divisional, continuing, or additional applications in the United States and foreign countries, for filing and prosecuting applications for re-issuance of letters patent included herein, or for interference proceedings involving the invention and/or any improvements thereto, and (iii) prompt assistance and cooperation in the prosecution of legal proceedings involving the invention and/or any improvements thereto, the applications and patents granted herein, including oppositions, cancellation proceedings, priority contests, interferences, public use proceedings and court actions; provided, that the expense incurred by Grantor in connection with such assistance and cooperation shall be paid by Buyer.

6. Extensions. The rights assigned hereunder are to be held by Buyer to the full extent of the term for which any letters patent have been granted, and for the term or terms with any extension thereof, as fully as the same would have been held by Grantor but for this Assignment.

7. Inclusion. This Assignment shall be deemed to include any future inventions and improvements made by Grantor that are an improvement of the Product. Grantor

covenants and agrees that Grantor as well as any agents and employees of Grantor shall promptly disclose to Buyer all improvements related to the Product, and shall assign to Buyer the rights to such improvements so that Buyer shall receive, by virtue of this Assignment, the improvements agreed to be granted to it. Grantor covenants to promptly and fully disclose to Buyer all improvements made to the Product by Grantor, that reasonably relate to the assigned patent rights, and Grantor further agrees to execute applications for patents covering such improvements on behalf of Buyer.

8. Cooperation. The parties agree to fully cooperate in carrying out this agreement, including the execution of all documents reasonably necessary to effectuate the intention of the parties.

9. Disputes. The legal relations of the parties hereunder, and all other matters hereunder, shall be governed by the laws of the State of Oregon. Unresolved disputes shall be resolved in a court of competent jurisdiction in Portland, Oregon, and all parties hereto consent to the jurisdiction of such court.

10. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto. Modifications or additions to this Agreement shall be considered valid only when mutually agreed upon in a writing signed by the parties.

11. Time of Essence. Time is of the essence of this agreement with respect to each and every provision of this agreement in which time is a factor.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

13. Severability. In the event that any provision of this Agreement, or any part hereof, is established to be invalid or unenforceable, the remainder of this Agreement will be binding on the parties hereto, and will be construed as if the invalid or unenforceable provision or part thereof had been deleted from this Agreement.

14. Waiver. No delay or failure by any party to exercise any right, power or remedy with regard to any breach or default by such party under this Agreement, or to insist upon strict performance of any of the provisions hereof, shall impair any right, power or remedy of such party, and shall not be construed to be a waiver of any breach or default of the same or any other provisions of this Agreement.

15. Professional Fees. In case suit or arbitration is instituted to interpret or enforce any of the provisions of this Agreement, the prevailing party therein shall be awarded all reasonable and necessary fees for appraisals, business valuations, investigations, and depositions, as well as fees for bookkeepers, accountants and witnesses (expert or otherwise) incurred by that party in connection with such suit or arbitration, plus such sums as may be adjudged reasonable for that party's attorney fees incurred prior to and throughout such proceeding, including all hearings, trials, and appeals. An award of fees hereunder shall include all fees and expenses in connection with bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), insolvency proceedings, receivership proceedings, and judgment collection proceedings, including post-judgment procedures.

16. Construction. The captions used in this agreement are intended for



convenience only and shall not in any way affect the meaning or construction of any provision of the agreement. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the interpretation of this Agreement.

17. Notices. All notices under this Agreement shall be in writing and mailed by certified mail/return receipt requested to the parties hereto at their respective addresses as set forth above, or at such other address as may be designated by the parties in writing.

18. Equitable Remedies. In addition to all other legal rights and remedies, either party shall be entitled to obtain from any court of competent jurisdiction all appropriate equitable remedies, including preliminary and permanent injunctive relief, against any actual or threatened violation of any term hereof, without requirement of bond and without the showing of actual damages, as well as an equitable accounting of all profits or benefits arising out of such violation.

19. Third Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the parties hereto, and shall create no rights or obligations enforceable by any third party, or any other person or entity not expressly made a party hereto, including but not limited to creditors, partners, agents, employees, owners, officers, directors, or other parties affiliated with any of the parties hereto.

20. Legal Representation. This Agreement has been drawn at the direction of Athena Controllable Flush Company, an Oregon corporation ("Athena") owned by Buyer, by Powers, McCulloch & Bennett, LLP and said firm of attorneys represent Athena only. All

other parties have been informed of the fact and have been afforded the opportunity to select and receive independent counsel.

21. Relationship of the Parties. Neither party shall exercise any control over the activities and operations of the other party, and each party hereto is recognized as an independent contractor. Under no circumstances shall the parties be construed as partners, agent and principal, joint venturers, franchisor and franchisee, nor employer and employee.

22. Set-Off. If any party shall breach its obligations hereunder, the non-breaching party shall have the right of set-off, and may pursue any remedy available under this Agreement, at law, or in equity.

23. Execution. This Agreement shall become binding and enforceable only when signed as provided herein by all parties listed below. The parties may all sign one or multiple counterparts of an original or copy hereof, or each of the parties may separately sign counterparts of an original or copy hereof. A party's signature need only appear on any one counterpart, original, or copy. This Agreement may be enforced by means of a fully signed original hereof, as well as a legible photocopy or facsimile of the fully signed original, or by multiple counterparts of the original or legible copy hereof which collectively contain the signatures of all parties, or legible copies thereof.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date set forth above.

GRANTOR:

GWENMORE CORPORATION, a  
Oregon corporation

By: Robert O. More  
Robert O. More, President

Robert O. More  
Robert O. More

BUYER:

Steven G. Lord  
Steven G. Lord, President

John G. Whittemore  
John G. Whittemore