

101407738 FORM PTO-1595 U.S. DEPT. OF COMMERCE (Rev. 6-93) PATENTS ONLY Patent and Trademark Offic To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): Ronn G. Smith 2. Name and address of receiving party(ies) Additional name(s) of conveying party(ies) attached? □ Yes Name: Big Horn Valve, Inc. **Internal Address:** Street Address: 555 Absaraka Street 3. Nature of conveyance: **■** Assignment □ Merger City: Sheridan State: WY Zip: 82081 □ Security Agreement □ Change of Name Additional name(s) & address attached? □ Yes ⊠ No □ Other July 7, 2000 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: July 7, 2000, and is entitled, "AXIALLY ROTATED VALVE ACTUATION SYSTEM". A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? □ Yes ⊠ No 5. Name and address of party to whom correspondence concerning 6. Total number of applications and patents involved:\_\_ document should be mailed: 7. Total fee (37 CFR 3.41) ......\$40.00 Name: Luke Santangelo ■ Enclosed Internal Address: Santangelo Law Offices, P.C. □ Authorized to be charged to deposit account Street Address: 125 S. Howes, Third Floor 8. Deposit account number: City: Fort Collins State: Colorado Zip: 80521 (Attach 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. **LUKE SANTANGELO** Name of Person Signing

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

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Express Mail No EL627894944US
Attorney Docket: BigH-Actuator

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Īn	Re	the	App	licat	ion	of:
			PP			4.44

Ronn G. Smith

Serial Number:

Filed:

For:

**AXIALLY ROTATED VALVE ACTUATION SYSTEM** 

Group Art Unit:

Examiner:

Assignee:

Big Horn Valve, Inc.

## ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Ronn G. Smith, individually, whose address is: 544 West Works, Sheridan, Wyoming 82801, (an "Assignor") and Big Horn Valve, Inc., having its principal office at: 27 Taxi Drive, Sheridan, WY 82081, (the "Assignee").

WHEREAS Assignor has conceived or developed technology relating to an "AXIALLY ROTATED VALVE ACTUATION SYSTEM" which for the purpose of this assignment further includes those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, or improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee, or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS the Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS the Assignor acknowledges his/her obligation to assign all right, title and interest in the Invention to Assignee; and

WHEREAS the Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the Invention to Assignor to the extent he/she has any such rights worldwide;

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Jul. 07 2000 04:54PM P45

NOW, THEREFORB, for good and valuable consideration, the parties hereby agree as follows:

- The Assignor warrants that:
  - a. he/she has the authority to assign all right, title and interest originated now or hereafter by him/her involving the Invention,
  - b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee,
  - c. to the extent the individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights, and
  - d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
- 2. The Assignor, for good and valuable consideration, hereby sells, grants, transfers, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
  - all such worldwide rights to make, use, and soil the Invention,
  - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-entitled application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof.
  - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof.
  - d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all rights, titles, and interests involving the Invention under any foreign government, and
  - e. all rights to any documents, notes, and evidence regarding any aspect of the Invention.

2

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3. The Assignor covenants that he/she will not execute any agreement in conflict with this Assignment and will not take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. The Assignor covenants that he/she will promptly and continuously inform the Assignee of any articles, patents, or other references or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

- The Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the 4. Assignce of the entire right, title, and interest in and to the Invention, as provided in paragraphs I, 2 and 3 above, the Assignee maintains the entire right, title, and interest in and to the Invention. As such, the Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-entitled application, and to any division, substitution, continuation or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, and evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes and evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history or status of any application for United States or foreign patents relating to the Invention.
- 5. The Assignor further covenants and agrees that he/she will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of the Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided in paragraph 4 above.
- The Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including but not limited to inserting the application number, the execution date, or the filing date of the above-entitled United States Patent Application based upon the Invention.
- 7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

3

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Jul. 07 2000 04:55PM P47

Date: 7/7/00

Ronn G. Smith

UNITED STATES OF AMERICA )
STATE OF Wyoming )
COUNTY OF Sheedea )

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of <u>Sheriden</u>, State of Wyoming, United States of America, by <u>Rong Gr. Smith</u>, this <u>2<sup>rd</sup></u> day of July, 2000.

WITNESS my hand and official seel pursuant to the authority vested in me as a Notary Public by the State of Wyoming.



Saura Musale.
Notary Public

My Commission Expires: 6-20-02

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**RECORDED: 07/07/2000** 

4