

07-20-2000

Docket No.: 14644.2.1



IT

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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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):

**Bundle Me Corporation**  
**Shirley H. Dudley**

*NYCO*  
*6-22-00*

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: **March 30, 2000**

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

Name: **White Pine, L.L.C.**

Internal Address:

Street Address: **552 Dee Avenue**

City: **Logan**

State: **UT**

ZIP: **84321**

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)

**08/995,561**

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **John C. Stringham**

Internal Address: **WORKMAN, NYDEGGER & SEELEY**

Street Address: **1000 Eagle Gate Tower**

**60 East South Temple**

City: **Salt Lake City** State: **UT** ZIP: **84111**

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:

**23-3178**

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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.

**John C. Stringham, Reg. No. 40,831**

Name of Person Signing

Signature

Date

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

**4**

**PATENT**  
**REEL: 010922 FRAME: 0210**

## ASSIGNMENT

WHEREAS, Bundle Me Corporation, a corporation existing under the laws of the State of Utah and having its principal place of business at 7890 Boothill Drive, Park City, Utah 84098 ("Bundle Me") and Sherri H. Dudley, an individual residing at 7890 Boothill Drive, Park City, Utah 84098 ("Dudley"), collectively ("Assignor"), has adopted, used, and is the owner of all right, title, and interest to mark "Bundle Me" (the "Mark") and the trademark registrations and applications (collectively "Registrations") (the Registrations and Mark are collectively referred to herein as the "Marks"):

A. The Registered Trademark for BUNDLE ME, issued from the Commonwealth of Australia with Registration Number 779436.

B. The Registered Trademark for BUNDLE ME, issued from the Intellectual Property Office of New Zealand, having Trade Mark No. 301853.

C. The Registered Trademark for BUNDLE ME, issued from the Intellectual Property Office of New Zealand, having Trade Mark No. 301854.

D. The Trademark application for BUNDLE ME, filed in the United States Patent and Trademark Office as Serial No. 75/491,388, filed May 27, 1998.

E. The Trademark application for BUNDLE ME, filed in the Canadian Patent Trade Mark Office as Application No. 897692, filed November 26, 1998.

F. The Trademark application for BUNDLE ME, filed in the European Community within the Office of Harmonization in the Internal Market (Trade Marks and Designs) on November 27, 1998 as Application No. 001000769.

G. The Trademark application for BUNDLE ME, filed in the Japanese Trademark Office on November 26, 1998, and assigned Application No. 101500/1998.

H. The Trademark application for BUNDLE ME, filed in the Great Britain Patent Office on November 27, 1998 as Application No. 2184049.

WHEREAS, Dudley has further invented a method and apparatus entitled "MULTI-PURPOSE BUNTING BAG" (the "Invention"). Preferred embodiments of said invention are disclosed in a United States patent application that now is identified as File No. 14644.2.1 of the law firm of Workman, Nydegger & Seeley, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 08/995,561 on December 22, 1997.

WHEREAS, White Pine L.L.C. ("White Pine"), a limited liability company existing under the laws of the State of Utah and having its principal place of business at 552 Dee Avenue, Logan, Utah 84321 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks, and all associated goodwill, the Invention and all other patents, applications, copyrights, trade names, registerable materials in any form that are associated with the Marks and the Invention.

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, THE ASSIGNOR HEREBY ASSIGNS TO THE ASSIGNEE:

- (a) the entire right, title and interest in and to the Marks, and in all corresponding trademark and service mark applications filed in countries foreign to the United States, and in all trademarks or service marks issuing from the Marks or any other trademark or service mark application in the United States and Foreign countries, and all associated goodwill of the business symbolized by and associated with the above Marks;
  - (1) the right to file foreign trademark and service mark applications on the above Marks in Assignee's own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.
- (b) the entire right, title and interest in the Invention in the above-identified United States patent application and; (i) in all divisions, continuations and continuations-in-part of the application, or reissues or extensions of Letters Patent or Patents granted thereon; (ii) in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; and (iii) the right to file foreign patent applications on the Invention in Assignee's own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications; and
- (b) the entire right, title and interest in all other copyrights, trade dress, trade names, or the like associated with the Marks and the Invention.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such officials in foreign countries as are duly authorized by their laws to:

- (a) register trademarks, to issue any and all certificates of registration of the Marks to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives;
- (b) to issue any and all patents on the Invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives; and
- (c) to issue any and all registration, certificates of registration, or other form of official notification or action for any copyrights, trade dress, trade names or the like, to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns and legal representatives.

Assignor hereby agrees, without further consideration and without expense to Assignor, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of Assignor to make this

Assignment fully effective, including, by way of example but not of limitation, the following:

- (a) Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign registered trademarks, trademark applications, patents and patent applications on the Invention, and all lawful documents requested by the Assignee to further the prosecution of any of such trademark applications and patent applications.
- (b) Cooperation to the best of Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving the registered trademarks, trademark applications, patents, and patent applications.

This Assignment and Agreement shall be binding upon the Assignor's successors and assigns.

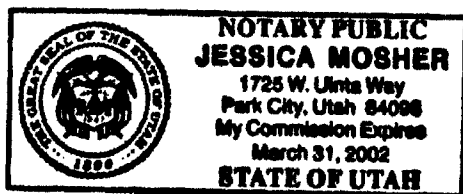
**BUNDLE ME CORPORATION**

Sherri H. Dudley  
Sherri H. Dudley, President

Sherri H. Dudley  
Sherri H. Dudley  
an individual

STATE OF Utah )  
 ) ss.  
COUNTY OF Summit )

On March 30, 192001, before me personally appeared Sherri H. Dudley, known to me to be the President of BUNDLE ME CORPORATION, and who signed the foregoing Assignment in my presence and acknowledged under oath before me that Sherri H. Dudley has read the same and knows the contents thereof and that Sherri H. Dudley executed the same as the act and deed of BUNDLE ME CORPORATION and Sherri H. Dudley, and for the purposes set forth therein.



Jessica Mosher  
NOTARY PUBLIC  
Residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This Assignment will be valid for the length of the contract entered into between the parties on April 17, 1998. Should such contract be materially breached by White Enterprises (White Pine) this Assignment will be legally transferred back to the Bundle Me Company.