

11-08-2000

10-26-00



Practitioner's Docket No. 30671

101510392

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Box: Assignments  
Commissioner for Patents  
Washington, D.C. 20231

NOTE: "Documents and cover sheets to be recorded should be addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231, unless they are filed together with new applications or with a petition under § 3.81(b)." 37 CFR § 3.27

ASSIGNMENT(DOCUMENT) COVER SHEET (37 CFR 3.31)

NOTE: "A cover sheet may not refer to both patents and trademarks." 27 CFR 3.31(b)

Attached please find two assignments (documents) for recordal.

CERTIFICATION UNDER 37 CFR 1.8(A) AND 1.10  
(When using Express Mail, the Express Mail label number is **mandatory**;  
Express Mail certification is optional)

I hereby certify that, on the date shown below, the correspondence is being:

MAIL

- ☒ deposited with the United States Postal Service in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231  
37 CFR 1.8(a)
- ☒ with sufficient postage as first class mail
- ☐ as "Express Mail Post Office to Addressee" Label No. (**mandatory**)

37 CFR 1.10\*

TRANSMISSION

- ☐ transmitted by facsimile to the Patent and Trademark Office.

Signature

Brian J. Pangre

(typed name)

Date: October 23, 2000

\*WARNING:

Each paper or fee filed by Express Mail **must** have the number of the "Express Mail" mailing label placed thereon prior to mailing. 37 C.F.R. 1.10(b).  
"Since the filing of correspondence under § 1.10 without the Express Mail mailing label thereon is an oversight that can be avoided by the exercise of reasonable care, requests for waiver of this requirement will **not** be granted on petition." Notice of Oct. 24, 1996, 60 Fed. Reg. 56,439, at 56,442.

**IDENTIFICATION OF APPLICATION(S) AND/OR PATENTS(S)  
FOR ASSIGNMENT (DOCUMENT) RECORDAL  
(37 CFR 3.21 and 37 CFR 3.31(a)(4))**

**NOTE:** See 37 CFR 3.21.

**Note:** § 3.21 does not apply to documents other than assignment. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

1. This assignment is for the following patent application and/or issued patent:

National application Serial No. **29/128,184**, filed on **August 18, 2000**

National Application Serial No. **29/128,186** filed on **August 18, 2000**

Provisional application Serial No. --, filed on --

International application **PCT/US** \_\_\_\_\_, international filing date \_\_\_\_\_

Patent No. \_\_\_\_\_, issued on \_\_\_\_\_

(Complete if applicable) which was previously assigned and recorded

Date \_\_\_\_\_ Reel \_\_\_\_\_; Frame \_\_\_\_\_

(also complete the following, if applicable)

☐ and also for the applications and/or patents shown on the attached list of FURTHER APPLICATIONS(S) and/or PATENT(S) BEING ASSIGNED

Number of pages added: \_\_\_\_\_

**NOTE:** Where there is a listing of properties contained within a document, any listing may be copied and attached to the cover sheet to reduce the amount of typing necessary. A notation of this attachment can be made in lieu of entering every property identification number on the cover sheet. Notice of June 24, 1992 (1140 O.G. 63-72 at 67).

**TOTAL NUMBER OF APPLICATIONS AND/OR PATENTS AND TOTAL FEE (37 CFR 3.28 (a)(6))**

2. A. The total number of applications and/or patents identified in this cover sheet is **two**.

B. The total fee is (37 CFR 1.21(h)):

**2** x **\$40.00** = **\$80.00**

(Total number of  
Applications and/or  
Patents)

C. Payment of fee is made by: ☒ The attached check for **\$40.00**  
☐ Please charge Account 13-4213. A duplicate of  
this cover sheet is attached.

Please charge Account 13-4213 for any fee deficiency or credit to account any overpayment.

**NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(a)(1))**

**NOTE:** "The term 'party' as used in this rule (§ 3.31) means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where a corporation's name appears on the documents." Notice of June 24, 1992 (1140 O.G. 63-72, at 65).

3. The party(ies) conveying interest is (are):

Name 1: Gilberto Albuquerque  
Name 2: Susan Hessler  
Name 3: Jennifer Fredritz  
Name 4: Studioluminous  
Name 5: Tim Rivera  
Name 6: Christopher D. Crouch

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST 37 CFR 3.31(a)(2))**

4. The rights are being conveyed to:

Name: **Passages International, Inc.**  
Address: **818 Paseo De. Pueblo Sur**  
**8003 NDCBU**  
**Taos, New Mexico 87571**

**DESCRIPTION OF INTEREST CONVEYED OR TRANSACTION RECORDED (37 CFR 3.31(a)(3))**

5. ☒ two assignments ☐ a security agreement  
☐ a merger ☐ a license  
☐ a change of name ☐ a change of address  
☐ other: \_\_\_\_\_

**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE  
SHOULD BE MAILED (37 CFR 3.31(a)(5))**

6. Please address correspondence to:  
**BRIAN J. PANGRLE, Reg. No. 42,973**  
**Post Office Box 26927**  
**Albuquerque, New Mexico 87125-6927**  
**Telephone: (505) 998-1500; direct line: (505) 998-1505**

**DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))**

7. The attached assignments (documents) were executed on **May 3, 2000, and August 25, 2000.**

**LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED**

*NOTE: "The Office will accept and record non-English language documents only if accompanied by a verified English translation signed by the individual making the translation." 37 CFR 3.26.*

8. The attached documents:  
☒ are in the English language  
☐ is not in the English language and a verified English translation signed by the individual making the translation is attached.

**ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED**

NOTE: See 37 CFR 3.24.

9. Submitted herewith are:

- ☒ the original documents  
☐ a true copy of the original document, which I certify to be a true copy.

NOTE: "If the original [assignment] document is two-sided or the wrong size, the practitioner can comply with the requirement [set out in 37 CFR § 3.24] by providing a true copy of the or original document using only one side of each page on the correct size paper." Notice of June 24, 1992, 1140 O.G. 63-76, at 67.

NOTE: "Certification shall be made by the person submitting a copy of an original document that the document submitted is a true copy of the original. The certification is not required to be in an oath or declaration form." MPEP, 6th ed. § 302.01.

**ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF ADDRESS**

*(check item, if applicable)*

10. ☐ Because the purpose of the attached documents is to record a change of address of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

**ASSIGNMENT (DOCUMENT) TO RECORD CHANGE OF NAME**

*(check item, if applicable)*

11. ☐ Because the purpose of the attached document is to record a change of name of the assignee, the particulars of the previously recorded assignment(s) for each application and/or patent are shown.

**CHANGE OF PATENT MAINTENANCE FEE ADDRESS**

*(check item, if applicable)*


12. ☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent to the Office separately.

**STATEMENT (37 CFR 3.31(a)(9)) AND SIGNATURE (37 CFR 3.31(a)(10))**

13. 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.

NOTE: "The term 'party' as used in this rule [§ 4.41] means the person whose name appears on the documents to be recorded, that person's attorney or registered agent, or a corporate officer where the corporation's name appears on the document." Notice of June 24, 1992, 1140 O.G. 63-76, at 65.

Date: October 23, 2000

  
\_\_\_\_\_  
Brian J. Pangre  
PEACOCK, MYERS & ADAMS, P.C.  
Post Office Box 26927  
Albuquerque, New Mexico 87125-6927  
Direct line: (505) 998-1505

Reg. No. 42,973

Telephone: (505) 998-1500

Customer No. 005179

**TOTAL NUMBER OF PAGES BEING SUBMITTED**

14. The total number of pages being submitted, including cover sheet attachment(s), and documents are: **twelve (12).**

F:\Diane\Passages\embrace-journey-assign-cover.doc DSN 30671-1001

**ASSIGNMENT OF INVENTION AND PATENT RIGHTS****Inventor:** Gilberto Albuquerque, Susan Hessler and Jennifer Fredritz**Design Patent Application Serial No.:** 29/128,184, filed August 18, 2000**Design Patent Application Serial No.:** 29/128,186, filed August 18, 2000**Provisional Patent Application Serial No.:** \_\_\_\_\_, filed \_\_\_\_\_

For valuable consideration received or to be received, and hereby acknowledged, Gilberto Albuquerque of 3635 Ramsgate Road, Columbus, Ohio 43221; Susan Hessler of 387 King Avenue, Columbus, Ohio 43201; Jennifer Fredritz, 4251 Lawnview Drive, Columbus, Ohio 43214 (hereinafter referred to as "Inventors"), and <sup>studioscious</sup> ~~Studio Eushes~~, of Columbus, Ohio, hereby sell, assign and transfer unto PASSAGES INTERNATIONAL, INC., of 818 Paseo Del Pueblo Sur, 8003 NDCBU, Taos, New Mexico 87571, 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 identified above for funerary boxes in various designs, and described in an application filed in the United States Patent and Trademark Office on the dates shown above, as Attorney Docket No. 30671, and given U.S. Patent Application Serial Numbers as shown above, 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, design, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree 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.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all designs, processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

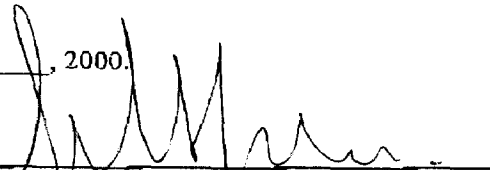
Inventors further covenant that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to Inventors and will testify as 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.

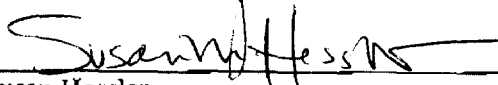
Inventors' rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request 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.

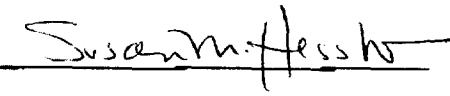
DATED this 3<sup>rd</sup> day of MAY, 2000.

  
Gilberto Albuquerque

  
Susan Hessler

  
Jennifer Prodrick

~~Studio Lushes~~ Studioluscious

BY: 

STATE OF OHIO )  
COUNTY OF Franklin ) ss.

This instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2000, by  
Gilberto Albuquerque.

My commission expires:  
6-24-2002  
SEAL


  
Notary Public, State of Ohio  
 My Commission Expires June 24, 2002

\*\*\*\*\*


STATE OF OHIO )  
COUNTY OF Franklin ) ss.

This instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2000, by Susan  
Hessler.

My commission expires:  
6-24-2002  
SEAL

  
Notary Public

\*\*\*\*\*

 **BRIAN REISCHMAN**  
Notary Public, State of Ohio  
My Commission Expires June 24, 2002

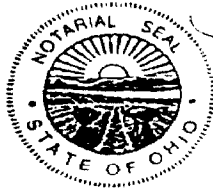


STATE OF OHIO )  
COUNTY OF Franklin ) ss.

This instrument was acknowledged before me this 3rd day of May, 2000, by Jennifer Fredritz.

My commission expires:

6-24-2002  
SEAL



Brian Reischman  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires June 24, 2002

\*\*\*\*\*

STATE OF OHIO )  
COUNTY OF Franklin ) ss.

This instrument was acknowledged before me this 3rd day of May, 2000, by Susan Hessler, Gilberto Albuquerque of Studio Lashes, and Jennifer Fredritz Stylists

My commission expires:

6-24-2002  
SEAL



Brian Reischman  
Notary Public  
Notary Public, State of Ohio  
My Commission Expires June 24, 2002

FLASSIGN\Rivers-Tim.um.doc

## ASSIGNMENT OF INVENTION AND PATENT RIGHTS

**Inventors:** Tim Rivera and Christopher D. Crouch

**Design Patent Application Serial No.:** 29/128,184, filed August 18, 2000

**Design Patent Application Serial No.:** 29/128,186, filed August 18, 2000

For valuable consideration received or to be received, and hereby acknowledged, Tim Rivera of Post Office Box 425, #25 St. Francis Plaza, Ranchos de Taos, New Mexico 87571, and Christopher D. Crouch of 622A Coca Lane, Taos, New Mexico 87571 (hereinafter referred to as "Inventors"), hereby sell, assign and transfer unto PASSAGES INTERNATIONAL, INC., of 818 Paseo Del Pueblo Sur, 8003 NDCBU, Taos, New Mexico 87571, 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 identified above for funerary boxes in various designs, and described in an application filed in the United States Patent and Trademark Office on the dates shown above, as Attorney Docket Nos. 306716 and 30671-7, and given U.S. Patent Application Serial Numbers as shown above, 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, design, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventors agree 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.

Inventors hereby authorize and request the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventors further agree with Assignee that this Assignment covers all designs, processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventors which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventors agree to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventors further covenant 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 Inventors 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.

Inventors' 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 Inventors have full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventors" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventors hereby authorize and request 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 24 day of August, 2000.

Tim Rivera  
Tim Rivera

Christopher D. Crouch  
Christopher D. Crouch

STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF TUCSON                    )

This instrument was acknowledged before me this 25 day of August, 2000, by Tim Rivera.

My commission expires:

Doreen A. Martinez  
Notary Public

July 20, 2003  
SEAL

\*\*\*\*\*

STATE OF NEW MEXICO                    )  
  ) ss.  
COUNTY OF TUCSON                    )

This instrument was acknowledged before me this 25 day of August, 2000, by Christopher D. Crouch.

My commission expires:

Doreen A. Martinez  
Notary Public

July 20, 2003  
SEAL

FA\SSIGN\Rivera-Tim.asn.doc