

11-13-2000

U.S. Department of Commerce
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PATENT



101514096

10/10/00

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

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☒ New

☐ Resubmission (Non-Recordation)
Document ID#

☐ Correction of PTO Error
Reel # Frame #

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Reel # Frame #

Conveyance Type

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

U.S. Government
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☐ Departmental File ☐ Secret File

JCT60 U.S. PTO
09/684901
10/10/00

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Execution Date Month Day Year

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Second Party

Name (line 1) Execution Date Month Day Year

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Mail documents to be recorded with required cover sheet(s) information to:

PATENT
REEL: 011221 FRAME: 0416

Correspondent Name and Address

Area Code and Telephone Number **(310) 215-3183**

Name **David A. Belasco, Esq. of BEEHLER & PAVITT**

Address (line 1) **100 Corporate Pointe, Suite 330, Culver City, California 90230**

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

No Serial # yet

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year
08/22/00

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT PCT PCT
PCT PCT PCT

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **40.00**

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

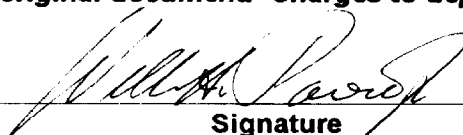
Yes ☐ No ☐

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. Charges to deposit account are authorized, as indicated herein.

William H. Pavitt, Jr.

Name of Person Signing



Signature

October 6, 2000

Date

ASSIGNMENT AND TRUST AGREEMENT

This Agreement is entered into as of the 29th day of August, 2000 by and between CHARLES MYRICK residing at 1312 Highland Avenue, Durate, California 91010 and RONALD S. POLE, residing at 110 South La Brea, #430, Inglewood, California 90301 with reference to the following:

A. MYRICK is the sole inventor of the subject matter described in Schedule A annexed to, and made a part of, this Agreement.

B. MYRICK has discussed his invention with POLE and seeks the assistance of POLE in patenting the invention and exploiting it commercially for which MYRICK is willing to give POLE a 25% interest in the Schedule A invention, and in all patents obtained thereon and in any net proceeds from the exploitation of said invention and such patents.

C. MYRICK is willing to finance the patenting of the Schedule A invention and in exploiting it for a 25% share in any and all patents and monies received from licensing the invention or in bringing suit to enforce any patents obtained thereon, upon the terms and conditions hereinafter provided:

In consideration of the foregoing, ***IT IS AGREED*** as follows:

1. POLE shall pay all costs, including attorney fees, for having the Schedule A invention searched, and preparing, filing and prosecuting to one or more patents on the Schedule A invention, both in the United States and in such foreign countries as POLE may determine are likely to produce royalty or other income.

2. MYRICK hereby assigns to POLE, MYRICK' s entire right, title and interest in and to the Schedule A invention, and in and to all patent applications and patents issuing thereon as

Trustee, upon the terms hereinafter provided, and POLE hereby accepts such assignment and agrees to hold the assigned intellectual property rights at his Trustee, upon such terms as follows:

(a) POLE shall undertake to secure the best possible patent protection for the Schedule A invention, both in the United States and in such foreign countries as POLE may be advised.

(b) POLE shall promote the use and licensing of said Schedule A invention, and enter into an appropriate license agreement or appropriate license agreements, to secure the best possible royalty income.

(c) POLE shall enforce any and all patents which may be obtained on the Schedule A invention against infringers, with the consent of MYRICK, at the initial expense of POLE who shall be entitled to full reimbursement from any royalty or other income produced through the licensing or other exploitation of any patents obtained on the Schedule A invention.

(d) POLE shall account to MYRICK quarterly for, and promptly distribute to MYRICK and POLE, all royalties received by POLE, less expenses incurred on the basis of 75% to MYRICK and 25% to POLE.

(e) In the event of the demise or incapacity of POLE, it is agreed that title to the invention and in all patent applications filed thereon, and patents issuing on any such inventions, shall be reassigned to MYRICK as a substitute Trustee hereunder, upon the same terms and conditions as are applicable to POLE as Trustee.

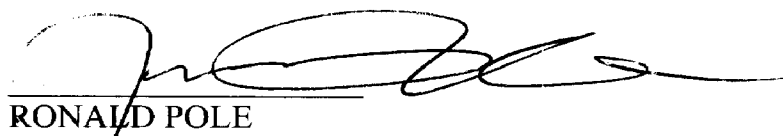
(f) In the event of the demise of either POLE or MYRICK, distributions hereunder shall be made to the heirs of the deceased in accordance with their respective

wills or, in the absence of any will, according to the laws of intestacy of the State of California.

(g) In the event that neither POLE nor MYRICK shall hereafter be able to serve as a Trustee hereunder, then this Trust shall be administered under the direction of the Probate Department of the Superior Court of California in the County of Los Angeles.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date first above written.

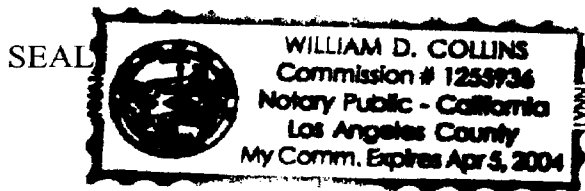

CHARLES MYRICK


RONALD POLE

ACKNOWLEDGMENT

[illegible]

On this 2nd day of July 2000, before me William D. Collins a Notary Public in and for said State, appeared CHARLES MYRICK, who identified himself to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same of his own free will and deed.



William D. Collins
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On this 29th day of ~~July~~ ^{AUG.}, 2000, before me, William D. Collins, a Notary Public in and for said State, appeared RONALD POLE, who identified himself to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same of his own free will and deed.



William D. Collins
NOTARY PUBLIC