

01-30-2001

SHEET

U.S. DEPARTMENT OF COMMERCE

PATENT AND TRADEMARK OFFICE



To the Honorable Commissioner of Patents

101598605

Shed original documents or copy thereof.

1. Name of conveying party(ies):

Dennis L. Fetters

1-22-01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement ☐ Change of name☐ Other

Execution Date: December 19, 2000

2. Name and address of receiving party(ies)

Name: Richard Ting

Internal Address:

Street Address: 19 Wainwright Avenue

City: Closter

State: NJ

Zip: 07624

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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:

A. Patent Application No.(s)

B. Patent No.(s)

5,163,815

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jeffrey I. Kaplan

Internal Address:

Street Address: KAPLAN & GILMAN, LLP

900 Route 9 North

City: Woodbridge State: NJ Zip: 07095

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41)\$ 40.00

☒ Enclosed☐ Authorized to be charged to deposit account for deficiencies in payment.

8. Deposit account number:

(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.

Jeffrey I. Kaplan

Name of Person Signing

Signature

January 19, 2001

Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, DC 20231

PATENT
 REEL: 011457 FRAME: 0315

ATTACHMENT A**ASSIGNMENT**

WHEREAS, Dennis L. Feters, resided at 715 Armour Road # 112, North Kansas City, MO 64116 ("ASSIGNOR"), owns, all right, title, and interest in U.S. Patents No. 5163815, dated of patent Nov. 17, 1992, entitled Rotor Blade Control Mechanism, and any invention claimed therein; and

WHEREAS, Richard Ting, resided at 19 Wainwright Avenue, Closter, NJ 07624 ("ASSIGNEE"), desires to own ASSIGNOR's entire right, title, and interest in and to the invention, in all countries throughout the world, and in and to U.S. Letters Patent No. 5163815, dated of Nov. 17, 1992.

NOW THEREFORE, be it known that, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers, and sets over to ASSIGNEE, its lawful successors and assigns, ASSIGNOR's entire right, title, and interest in and to U.S. Patents No. 5163815, the invention claimed therein, any other patent application directed to the invention, and all Letters Patent of the United States that may be granted thereon, and all reissues, reexaminations, and extensions thereof; and all rights to claim priority on the basis of such application, and all applications for Letters Patent that may be filed for the invention in any foreign country and all Letters Patent that may be granted on the invention in any foreign country, and all extensions, renewals, and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent for this invention to ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment;

AND, ASSIGNOR HEREBY further covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, ASSIGNOR will take all action and execute all documents necessary to perfect the interest assigned hereby, and ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment;

AND, ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR, will, without further consideration, communicate with ASSIGNEE, its successors and assigns, any facts known to ASSIGNOR respecting the invention and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the invention in said ASSIGNEE, its successors and assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths, and generally do everything possible to aid ASSIGNEE, its successors and assigns, to obtain and enforce proper patent protection for the invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by ASSIGNEE, its successors and assigns.

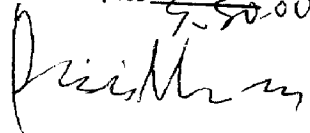
IN TESTIMONY WHEREOF, each party has caused its authorized representative to execute this Assignment.

ASSIGNOR

By 
Dennis L. Feters

Date December 19, 2000

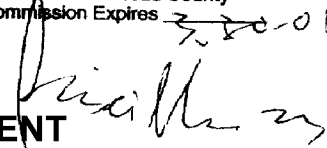
PRISCILLA FU
No. 4883976
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 7-30-00

**ASSIGNEE**

By 
Richard Ting

Date December 19, 2000

PRISCILLA FU
No. 4883976
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 7-30-01

**PATENT****REEL: 011457 FRAME: 0316**

Agreement of Assignment by
Dennis Feters
To
Richard Ting
(With Separate Recordable Assignment)

ASSIGNMENT AGREEMENT

IN THIS AGREEMENT, made and entered into as of the 19th day of December, 2000 ("Effective Date"), by Dennis Feters, resides at 715 Armour Road # 112, North Kansas City, MO 64116, with his Social Security No. 486-62-2465 ("ASSIGNOR"), and Richard Ting, resided at 19 Wainwright Avenue, Closter, NJ 07624 ("ASSIGNEE"), agree as follows:

1. ASSIGNOR owns all right, title, and interest in and to U.S. Patents No. 5163815 ("Rotor Blade Control Mechanism"), the invention disclosed and claimed therein, and all foreign patents and applications that rely on the 'Rotor Blade Control Mechanism' ("the Patents").
2. ASSIGNEE desires to acquire and ASSIGNOR is willing to assign to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Patents and any inventions disclosed and claimed therein.
3. ASSIGNOR hereby transfers, grants, conveys, assigns, and relinquishes exclusively to ASSIGNEE all of ASSIGNOR's right, title, and interest in and to the Patents, the inventions claimed therein, and all accrued causes of action for damages for infringement thereof.
4. On the Effective Date, ASSIGNEE shall pay to ASSIGNOR the sum of ten thousand US dollars (\$ 10'000.00), as specified by ASSIGNOR.
5. ASSIGNOR shall execute and deliver to ASSIGNEE the Assignment in Attachment A hereto, and, from time to time after the date hereof upon the request of ASSIGNEE, such further conveyance instruments as may be necessary or desirable to evidence more fully the transfer of ownership of all the Patents to ASSIGNEE, or the original ownership of all the Patents on the part of ASSIGNOR, to the fullest extent possible. ASSIGNOR further agrees to provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of ASSIGNEE in and to the Patents and to perform any other acts deemed necessary to carry out the intent of this Agreement. ASSIGNEE shall reimburse ASSIGNOR for any and all costs reasonably incurred by ASSIGNOR in performance under this paragraph.
6. In furtherance of this Agreement, ASSIGNOR hereby acknowledges that, from the Effective Date forward, ASSIGNEE has succeeded to all of ASSIGNOR's right, title, and standing to receive all rights and benefits pertaining to the Patents, institute and prosecute all suits and proceedings, and take all actions that ASSIGNEE, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Patents, whether arising before or after the Effective Date, defend and compromise

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any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as ASSIGNEE, in its sole discretion, deems advisable.

7. ASSIGNOR represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Patents in order for the transfer and assignment of any of the Patents under this Agreement to be legally effective.
8. ASSIGNOR represents and warrants that, to the best of ASSIGNOR's knowledge, upon consummation of this Agreement, ASSIGNEE shall have good and marketable title to the Patents, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
9. This Agreement shall inure to the benefit of, and be binding on, the parties hereto together with their respective legal representatives, successors, and assigns.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflicts of law rules) and of the United States.
11. This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

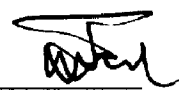
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ASSIGNOR

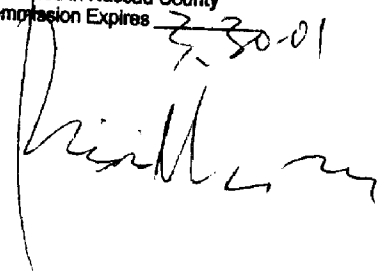
By 
Dennis Fetters

Date December 19, 2000

ASSIGNEE

By 
Richard Ting

Date December 19, 2000

PRISCILLA FU
No. 4883976
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 3-30-01


PRISCILLA FU
No. 4883976
Notary Public, State of New York
Qualified in Nassau County
My Commission Expires 3-30-01
