

MRB 6-13-01

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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To the Honorable Commissioner

101756936

hed original documents or copy thereof.

1. Name of conveying party(ies):

Robert S. Ward

2. Name and address of receiving party(ies)

Name: Ronald H. Hodges

Internal Address: _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Assignment and Agreement

Street Address: 25652 S. Howard Drive

City: Sun Lakes State: Arizona Zip: 85248

Execution Date: June 1, 2001

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: 6/1/2001

A. Patent Application No.(s)

B. Patent No.(s)

09880596

Additional numbers attached? ☐ Yes ☒ No

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

Name: Frank H. Foster

Internal Address: _____

Street Address: Kremblas, Foster, Phillips & Pollick

7632 Slate Ridge Blvd.

City: Reynoldsburg State: Ohio Zip: 43068

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

8. Deposit account number:

13-3393

(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.

Frank H. Foster, Reg. No. 24,560

Name of Person Signing

Signature

Date

(HODGF 100)

Total number of pages including cover sheet, attachments, and documents: 5

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

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

PATENT

REEL: 011905 FRAME: 0307

PATENT APPLICATION AND INVENTION ASSIGNMENT
AND AGREEMENT BETWEEN JOINT OWNERS

In consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, I, Robert S. Ward, the undersigned, of 1511 E. Southfork, Phoenix, Arizona 85048;

Hereby sell, assign and transfer to Ronald H. Hodges, an individual, of 25652 S. Howard Drive, Sun Lakes, Arizona 85248, his successors, assigns and legal representatives, an undivided one-half interest in the entire right, title and interest for the United States and all foreign countries, in to any and all improvements which are disclosed in the application for United States Letters Patent, which is executed concurrently herewith and is entitled CUTTING BOARD WITH FUNNEL (HODGF 100), and in and to said application including all rights of priority arising therefrom and in and to all divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries and all international applications on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements;

Agree that said Assignor and Assignee may jointly apply for, receive and maintain Letters Patent for said improvements in their name; and that, when requested, without charge, will carry out in good faith the intent and purpose of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications on any and all said improvements for the U.S., all other countries and under treaties; execute all rightful oaths, assignments, powers of attorney and other papers for the U.S., all other countries and under treaties, communicate to said Assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which shall be desirable for aiding in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements and all applications for patents and all patents on said improvements, jointly in said Assignor and Assignee, their successors, assigns and legal representatives for the U.S., all other countries and under treaties;

Hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of said Assignee to apply for a patent or other form of protection for said inventions and to claim the aforesaid benefit of the right of priority; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Furthermore, the assignor and assignee, being joint owners as a consequence of the above assignment, hereby agree as follows:

1. No assignment, license, agreement or other rights in the personal property transferred above will be granted by either joint owner except upon the consent of both of the above named joint owners so long as neither incapacitated.
2. In the event of the death or incapacity of one of the above joint owners, the requirement for consent shall be terminated and the other shall then have the full right to grant rights in the personal property transferred above as the remaining joint owner, in his sole discretion, shall determine. However, such a remaining joint owner shall have a fiduciary duty to all other joint owners and shall act in good faith for the benefit of all joint owners.
3. In the event of the death or incapacity of both of the above joint owners, their successors shall determine actions to be taken by vote, with each joint owner having voting rights in proportion to the joint owner's interest.
4. In the event that any joint owner can not be found after a reasonably diligent search, his voting rights shall be ignored and his share of income shall be apportioned among the other joint owners in proportion to their interest.
5. All royalties, income, proceeds from a sale, and any other consideration received in return for a grant of rights in the personal property transferred above shall be divided among all joint owners in proportion to their interests. Every joint owner shall have a right to an accounting for any such consideration received.

6. In the event that the joint owners can not agree upon the apportionment of expenses to be borne for the protection, promotion or commercialization of the personal property transferred above, any joint owner may set a value upon the entire property and offer to sell his entire interest to the other joint owners at a price apportioned in accordance with his interest and the other joint owners shall, at their option, either buy the interest at that price or sell their interests at a price apportioned in accordance with that value and their respective interests.
7. A joint owner may sell his interest at any time in which event the successor to the selling joint owner shall be treated under this agreement as if the selling joint owner had become deceased.

Robert S. Ward (LS)
Robert S. Ward

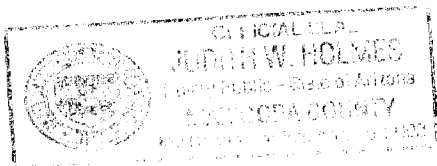
Ronald H. Hodges (LS)
Ronald H. Hodges

State of Arizona :
:SS
County of MARICOPA :

Before me this 01 day of ^{JUNE}~~May~~, 2001, personally appeared Robert S. Ward, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

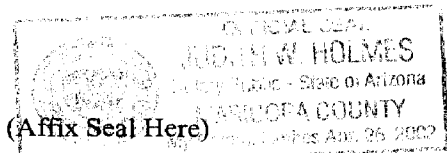
Judith W. Holmes
NOTARY PUBLIC

(Affix Seal Here)



State of Arizona :
County of MARICOPA : SS
:

Before me this 01 day of ^{JUNE}~~May~~, 2001, personally appeared Ronald H. Hodges, personally known to be the person who is described in and who executed the above instrument, and acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



Justin W. Holmes
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