

06-28-2001

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To the Honorable Commissioner:

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Todd Coons, Elijah Garner, and Larry L. Howell
05/01/01
Additional name(s) of conveying parties attached? Yes No

2. Name and address of receiving party(ies)
Name: **BRIGHAM YOUNG UNIVERSITY**
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 25, 2001

Street Address: **A-268 ASB, P. O. Box 21231**
Provo, Utah 84602-1231
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).
Additional numbers attached? Yes No

09/763818

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Vaughn W. North**
Mailing Address: **Thorpe North & Western, LLP**
P.O. Box 1219
Sandy, UT 84091-1219
Street Address: **8180 South 700 East**
City: **Sandy** State: **Utah** Zip: **84070**

6. Total number of applications and patents involved: **1**
7. Total fee (27 CFR 3.41) **\$40.00**
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
20-0100 (Deficiencies Only)
(Attach duplicate copy of this page if paying by deposit account)

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03 FC:581 40.00 DP

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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.
Vaughn W. North *Vaughn W North* *May 29, 2001*
Name of Person Signing Signature Date
Total number of pages including this cover sheet, attachments, and document: 3

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Vaughn W. North
THORPE, NORTH & WESTERN, L.L.P.
P.O. BOX 1219
SANDY, UTAH 84091-1219

A S S I G N M E N T

WHEREAS, we, Todd Coons, a resident of the state of Connecticut, whose postal mailing address is 231 Brockett Street, Newington, CT 06111; Elijah Garner, a resident of the state of Iowa, whose postal mailing address is 6805 Hillandale Road, Davenport, IA 52806; and Larry L. Howell, a resident of the state of Utah, whose postal mailing address is 1624 North Main, Orem, UT 84057 have invented a certain new and useful improvement in a **BRAKING DEVICE WITH SHOE-ORIENTING COMPLIANT MEMBER** for which a application for United States Letters Patent was filed February 26, 2001; and

WHEREAS, BRIGHAM YOUNG UNIVERSITY (hereinafter "Brigham Young University" or "the Assignee"), a nonprofit organization and a university of higher education, organized and existing under the laws of the State of Utah, having a business address of A-268 ASB, P.O. Box 21231, Provo, Utah 84602-1231 is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we hereby grant and assign unto said Brigham Young University, our

entire right, title and interest in said invention and in the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and 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; the right, power and authority to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.


We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to said Brigham Young University as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without

expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Executed this 25th day of April, 2001 at 4:15, P.M.



Todd Coons

Executed this _____ day of April, 2001 at _____, _____.

Elijah Garner

Executed this _____ day of April, 2001, at _____, _____.

Larry L. Howell

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FAX NO. 801 378 2138

P. 06

expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Executed this ___ day of April, 2001 at _____, _____.

Todd Coons

Executed this 27 day of April, 2001 at Bethesda, MD.

Elijah B. Garner
Elijah Garner

Executed this ___ day of April, 2001, at _____, _____.

Larry L. Howell

TODD COONS

expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

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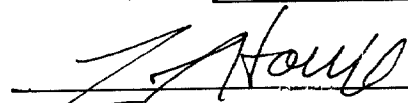
Executed this ___ day of April, 2001 at _____, _____.

Todd Coons

Executed this ___ day of April, 2001 at _____, _____.

Elijah Garner

Executed this 26 day of April, 2001, at Paw, UT.



Larry L. Howell