

05-17-2001

VER STILL

Patent and Trademark

Tab settings

To the Honorable Commissione

101720373

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert S. Padawer

~~Robert S. Padawer~~ 5-14-01

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

2. Name and address of receiving party(ies)

Name: Padawer Living Trust

dated Jan 5, 2001

Internal Address:

Robert S. Padawer and

Laura J. Padawer, Trustees

Street Address: 2208 S. Elder Cir.

City: Broken Arrow State: OK ZIP: 74012

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☒ Change of Name

☐ Other

Execution Date: Jan 5, 2001

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) # 5,357,699

5,347,732

Additional numbers attached? ☐ Yes ☒ No

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

Name Padawer Living Trust

Internal Address: dated Jan 5, 01

Robert S. Padawer and

Laura J. Padawer, Trustees

Street Address 2208 S. Elder Circle

City Broken Arrow State OK ZIP: 74012

6. Total number of applications and patents involved: 2

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

☒ Enclosed (R # 8603)

☐ Authorized to be charged to deposit account

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 the original document.

Robert S. Padawer

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 12

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

PATENT

REEL: 012124 FRAME: 0383

DOCUMENT # 101609291

05-17-2001



101719630



DATE: January 05, 2001

TO: U.S. Patent and Trademark Office
Washington, DC 20231

FROM: Robert S. Padawer
2208 S. Elder Circle
Broken Arrow, OK 74012

RE: Transfer of Registered Patent Interest

To Whom it May Concern:

I have established a Revocable Living Trust and would like to assign my interest in the U.S. Patent registered under Patent Number 5,347,732, dated Sept. 20, 1994 in the U.S. Patent and Trademark Office from my name to the name of my Living Trust.

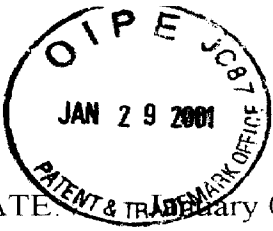
I have attached a copy of the registration of Patent for your records. Please change the registered owner of the Patent to:

ROBERT S. PADAWER and LAURA J. PADAWER, Trustees, or their successors in trust, under the PADAWER LIVING TRUST, dated January 05, 2001 and any amendments thereto.

If there is a transfer fee for the change or special forms to fill out, please send to me in the enclosed self addressed, stamped envelope. I can be reached by telephone at 918-455-2046.

Sincerely,

ROBERT S. PADAWER



02-08-2001



101609291

[Handwritten mark]

DATE: January 05, 2001

TO: U.S. Patent and Trademark Office
Washington, DC 20231

1.29.01

FROM: Robert S. Padawer
2208 S. Elder Circle
Broken Arrow, OK 74012

RE: Transfer of Registered Patent Interest

To Whom it May Concern:

I have established a Revocable Living Trust and would like to assign my interest in the U.S. Patent registered under Patent Number 5,357,699, dated Oct. 25, 1994 in the U.S. Patent and Trademark Office from my name to the name of my Living Trust.

I have attached a copy of the registration of Patent for your records. Please change the registered owner of the Patent to:

ROBERT S. PADAWER and LAURA J. PADAWER, Trustees, or their successors in trust, under the PADAWER LIVING TRUST, dated January 05, 2001 and any amendments thereto.

If there is a transfer fee for the change or special forms to fill out, please send to me in the enclosed self addressed, stamped envelope. I can be reached by telephone at 918-455-2046.

Sincerely,

ROBERT S. PADAWER

RECEIVED
JAN 5 2001
CHE/JCHS

Assignment of Trademark

ROBERT S. PADAWER does transfer and assign, without consideration, all right, title and interest which he now has in that Trademark, U.S. PATENT dated U.S. Patent and registered as certificate number 5,357,699 to ROBERT S. PADAWER and LAURA J. PADAWER, Trustees, or their successors in trust, under the PADAWER LIVING TRUST, dated January 05, 2001 and any amendments thereto.

~~This assignment was executed on January 05, 2001.~~

~~ROBERT S. PADAWER~~

STATE OF OKLAHOMA

SS

COUNTY OF TULSA

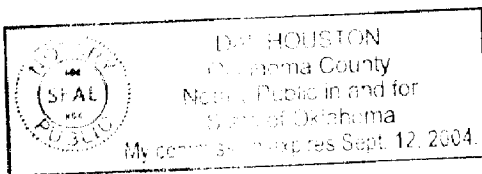
Before me, the undersigned, in and for said county and state, on January 05, 2001, personally appeared ROBERT S. PADAWER, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that such person executed the same as such person's free and voluntary act and deed for the uses and purposes therein set forth.

Dated: January 05, 2001

My Commission Expires:

(SEAL)

Notary Public



PATENT
REEL: 012124 FRAME: 0386



This

MEMORANDUM OF TRUST

prepared for

ROBERT S. PDAWER

and

LAURA J. PDAWER

**Parman & Associates
6144 S. Lewis Avenue
Tulsa, Oklahoma 74136
(918) 747-2200 FAX (918) 747-2207**

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Memorandum of Trust

The undersigned Trustors and Trustees hereby certify the following:

1. This Memorandum of Trust refers to the PADAWER LIVING TRUST, dated January 05, 2001 under a revocable trust agreement executed on January 05, 2001 by ROBERT S. PADAWER and LAURA J. PADAWER as Trustors.

2. The address of the Trustors is 2208 S. Elder Circle, Broken Arrow, Oklahoma 74012.

3. The Initial Trustees of the Trust are:

ROBERT S. PADAWER
LAURA J. PADAWER

4. The successor incapacity and death Trustees of ROBERT S. PADAWER are:

LAURA J. PADAWER
RONALD ABRAHAM PADAWER
JEREMY PADAWER

5. The successor incapacity and death Trustees of LAURA J. PADAWER are:

ROBERT S. PADAWER
RONALD ABRAHAM PADAWER
JEREMY PADAWER

6. When either Trustor or both Trustors are serving as Trustee under our Trust, one or either initial Trustee may conduct business and act on behalf of the Trust without the consent of the other initial Trustee. Otherwise, upon proof of incapacity or death as defined in Article Fifteen, Section Three of our Trust, any single successor incapacity or death Trustee may conduct business and act on behalf of the Trust, alone, without the consent of alternative designated successor incapacity and death Trustees. However, if there are successor Co-Trustees as designated by the word "and" between their names, then both Co-Trustees, acting jointly, are required to conduct business and act on behalf of the Trust.

7. The trust is currently in full force and effect. Attached to this Memorandum and incorporated in it are selected provisions of the trust evidencing the following:

Article Fourteen – Powers (Paragraphs d, f, g, h, i, j, l, v, x and z)
Article Fifteen – Incapacity and Competency

8. The trust provisions which are not attached to this Memorandum are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.

9. The signatories of this Memorandum declare that the foregoing statements and the attached Trust provisions are true and correct, under penalty of perjury.

10. This Memorandum was executed at Tulsa County, Oklahoma, on January 05, 2001.

Article Fourteen

Trustee Powers

Section 1. Powers

In addition to any power hereinafter specifically granted to our Trustee, it is our intention that our Trustee have the power respecting property in our Trust Estate that an absolute owner of such property would have. In accordance with such intention, any power our Trustee needs to administer our Trust Estate, which is not hereinafter listed, shall be considered as provided for herein. All powers shall be exercised only in a fiduciary capacity, and such powers may be exercised without the approval or supervision of any court. It is also our intention that the Uniform Prudent Investors Act and any similar enacted statute shall not apply to govern any of our Trustee's actions. The principles of the prudent person rule shall apply to govern the actions of our Trustees except that the Deceased Trustor hereby directs that its application be suspended as to the Surviving Trustor acting in such a capacity.

d. Make Investments

My Trustee shall have the power to invest and reinvest the assets of our Trust as our Trustee may determine to be in the best interests of our Trust without limitation by any law applicable to investments by fiduciaries. The permitted investments and reinvestments may include securities such as common or preferred stock, mortgages, notes, subordinated debentures and warrants of any corporation, any common trust fund administered by a corporate fiduciary, other property, real or personal, including savings accounts and deposits, interests in mutual or money market funds or investment trusts, annuities and insurance whether or not such investments are unsecured or of a wasting nature. Any corporate trustee is authorized to invest in shares of an investment management company organized under the Investment Company Act of 1940 (commonly known as a mutual fund) for which the corporate trustee serves as an investment advisor, custodian, or in any other capacity, for remuneration.

f. Dealing With Property

My Trustee shall have the power to buy, sell, acquire, grant, hold in a safe deposit box or dispose of real or personal property of all kinds including, but not limited to, puts, calls and options (including options on stock), for cash or on credit, including maintaining margin accounts with brokers, at public or private sale, upon such terms and conditions as our Trustee may deem advisable, and to manage, develop, improve, exchange, partition, change the character of, or abandon property, or any interest therein, or otherwise deal with real or personal property including, but not limited to, the placing or releasing of liens and encumbrances on real or personal property.

g. Environmental Compliance

Specifically, our Trustee shall have the power to use and expend our Trust income and principal to conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; to take all appropriate remedial action to contain, clean up or remove any environmental hazard, including a spill, release, discharge or contamination, either on our Trustee's own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; to institute legal proceedings concerning environmental hazards or contest or settle any such legal proceedings brought by any local, state or federal agencies concerned with environmental compliance, or by a private litigant; to comply with any local, state or federal agency order, or court order directing an assessment, abatement or cleanup of any environmental hazards; to employ agents, consultants and legal counsel to assist in or perform the above undertakings or actions; and, in general, to take all appropriate actions to prevent, identify, or respond to any actual or threatened violations of any environmental law or regulation thereunder.

No Trustee under our Trust Agreement shall be liable for any loss or depreciation in value sustained by our Trust as a result of our Trustee retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law unless our Trustee contributed to the loss or depreciation in value through willful default, willful misconduct, or gross negligence. Moreover, our Trustee shall not be obligated to accept any property on behalf of our Trust without our Trustee first having the opportunity to determine, in our Trustee's discretion, that such property is not contaminated by any hazardous or toxic materials or substances, and that such property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances. Finally, our Trustee shall have the power to disclaim any power that, in our Trustee's discretion, will or may cause our Trustee to be considered an "owner" or "operator" of property held in our Trust Estate under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended from time to time. This power to disclaim, as contained herein, shall apply to any such power, whether actually set forth under our Trust Agreement, incorporated by reference herein, or granted or implied by any statute or rule of law.

h. Borrowing Authority

My Trustee shall have the power to borrow funds from any person, including our Trustee; to guarantee indebtedness or indemnify others in the name of our Trust and to secure any such obligation by mortgage (including, but not limited to reverse mortgages), pledge, security interest or other encumbrance; and to renew, extend or modify any such obligation for a term within or extending beyond the administration of the term of our Trust. No lender shall be bound to see to, or be liable for, the application of the proceeds of any obligation and our Trustee shall not be personally liable for any obligation unless such Trustee and the lender so agree in writing.

i. Leasing Authority

My Trustee shall have the power, with respect to real or personal property, to make, renew or amend for any purpose a lease, as lessor or lessee, for a term within or beyond the term of our Trust with or without option to purchase.

j. Natural Resources

My Trustee shall have the power to enter into any arrangement or agreement, including a lease, pooling or unitization agreement for exploration, development, operation, conservation and removal of minerals or other natural resources.

l. Title to Assets

My Trustee shall have the power to hold securities and other property whether real or personal and whether or not in negotiable form or in the name of a nominee (including "street name" of a broker) or by deposit to a clearing corporation, with or without disclosure of the Trustee relationship, but our Trustee shall be responsible for the acts of any nominee in the scope of the nominee's authorized actions with respect to such property or clearing corporation in connection with the property.

v. Repairs and Improvements

My Trustee shall have the power to make ordinary or extraordinary repairs or alterations in buildings or other structures, to demolish any improvements, and to raze existing or erect new party walls or buildings or other structures.

x. Farm or Ranch Property

With respect to farm or ranch property, our Trustee shall have all necessary powers to participate in and operate any farming (including tree farming) or ranch operation personally or with hired labor, tenants or sharecroppers, to lease any farm for cash or a share of crops under a lease that permits or precludes the material participation of our Trustee to fertilize and improve the soil; to employ conservation practices; to participate in government programs; and to perform any other acts deemed by our Trustee necessary or desirable to operate the property. In making a decision whether to materially participate in farming or ranch operations, our Trustee shall consider whether an election should be made or has been made under Code Section 2032A to qualify for special farm-use valuation.

z. Retention of Closely Held Interest

My Trustee shall have the power to retain any real estate interests, closely held securities or affiliated companies or business interests, and to sell or dispose of such interests only after careful consideration and after determining that sale or disposition is under the existing circumstances in the best interests of our Trust or its beneficiaries.


Article Fifteen

General Provisions

Section 3. Incapacity and Competency


A person shall be considered incapacitated in the event such person has been determined to be so by a court of competent jurisdiction; has been certified by two licensed physicians to be unable to properly handle his or her own affairs by reason of physical illness or mental illness; or otherwise is unable freely to communicate for a period of 90 days. A person shall be considered to have regained capacity, as applicable, upon such a determination by a court of competent jurisdiction, upon certification by two licensed physicians that the person is able to properly handle his or her own affairs or is able to freely communicate. The term "incapacity" is intended to be interchangeable with the terms "disability" and "incompetency". The term "competent" in our Trust Agreement refers to a person who is not incapacitated. Notwithstanding the preceding provisions of this Section, for purposes of administration under Articles Six, Ten and Eleven of our Trust Agreement, the term "incapacitated" also refers to any beneficiary receiving or eligible to receive government benefits.

Trustors:


ROBERT S. PADAWER


LAURA J. PADAWER

Trustees:


ROBERT S. PADAWER


LAURA J. PADAWER

STATE OF OKLAHOMA

)

SS

COUNTY OF TULSA


)

Before me, the undersigned, in and for said county and state, on January 05, 2001, personally appeared ROBERT S. PADAWER and LAURA J. PADAWER, Trustors and Trustees, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that such persons executed the same as such persons' free and voluntary act and deed for the uses and purposes therein set forth.

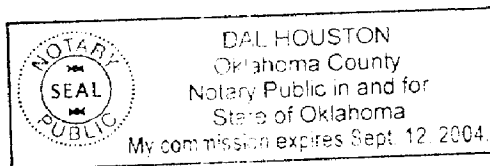
Dated: January 05, 2001

My Commission Expires:

(SEAL)


Notary Public

Prepared by:
Steve Pitcock
Parman & Associates
6144 S. Lewis Avenue
Tulsa, Oklahoma 74136
(918) 747-2200 FAX (918) 747-2207



Assignment of Trademark

ROBERT S. PADAWER does transfer and assign, without consideration, all right, title and interest which he now has in that Trademark, U.S. PATENT dated U.S. Patent and registered as certificate number 5,347,732 to ROBERT S. PADAWER and LAURA J. PADAWER, Trustees, or their successors in trust, under the PADAWER LIVING TRUST, dated January 05, 2001 and any amendments thereto.

This assignment was executed on January 05, 2001.


ROBERT S. PADAWER

STATE OF OKLAHOMA

)

SS

COUNTY OF TULSA

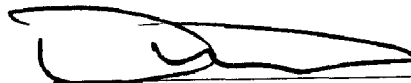
)

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Dated: January 05, 2001

My Commission Expires:

(SEAL)



Notary Public

