

02-08-2002



SHEET

U.S. Department of Commerce  
Patent and Trademark Office

FORM PTO-1595

(Rev. 06/93)

101978314

OMB No. 0651-0011 (Exp. 04/94)

Attorney Docket No.: **JAG-00101**

**Box Assignment**

U.S. Patent and Trademark Office  
P.O. Box 2327  
Arlington, VA 22202-0327

Sir:

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Gregory Lee Keaton <u>1-24-02</u> Additional name(s) of conveying party(ies) attached.	2. Name and address of receiving party(ies): James A. Gavney, Jr. 996 Amarillo Palo Alto, CA 94303 Additional name(s) and address(es) attached.
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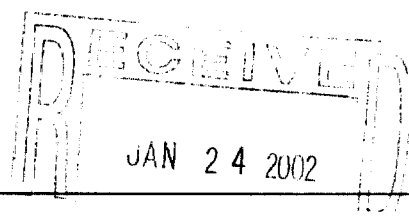
3. Nature of conveyance:

**Assignment**                       Merger

Security Agreement                       Change of Name

Other: Agreement

Execution Date: November 28, 2001



4. Application number(s) or patent number(s):

This document is being filed together with a new application, the execution date of the application is:

Patent Application Serial No.(s): 09/588,686 filed on June 5, 2000 and 09/330,704 filed on June 11, 1999.

Patent No.(s):

Additional numbers attached.

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

James A. Gavney  
HAVERSTOCK & OWENS LLP  
260 Sheridan Avenue, Suite 420  
Palo Alto, California 94306

6. Total number of applications and patents involved: 2.

7. Total fee(s) [37 CFR §§ 1.21(h) and 3.41]:

Two check(s) in the amount of \$40.00 are enclosed.

8. Authorization to Charge Additional Fees:

The Commissioner is hereby authorized to charge any additional fees or credit any overpayment associated with this communication and which may be required under 37 CFR §§ 1.21(h) and 3.41 to Deposit Account No. 08-1275.

9. 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.

Dated: November 30, 2001

Signature: [Handwritten Signature]

Name: James A. Gavney

Reg. No.: 45,687

Total number of pages including cover sheet, attachments, and document: 9

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## PATENT ASSIGNMENT AGREEMENT

This Patent ASSIGNMENT Agreement (the "Agreement") is made and entered into effective as of the 23<sup>th</sup> day of November, 2001, by and between James A. Gavney Jr., an individual residing at 996 Amarillo, Palo Alto, California, 94303 and Gregory Lee Keaton, an individual residing 3847 18<sup>th</sup> Street, San Francisco, California, 94114.

### RECITALS

A. James A. Gavney Jr. and Gregory Lee Keaton are co-inventors of subject matter in the claims of the pending U.S. Patent Application, Serial No. 09/588,686, entitled "Dentition Cleaning Device and System", as filed June 5, 2000 and the pending U.S. Patent Application, Serial No. 09/330,704, entitled "Squeegee Cleaning Device and System", as filed June 11, 1999.

B. Gregory Lee Keaton desires to assign his entire interest and all rights he has in the invention and the subject matter of the U.S. Patent Application, Serial No. 09/588,686, entitled "Dentition Cleaning Device and System" and the U.S. Patent Application, Serial No. 09/330,704, entitled "Squeegee Cleaning Device and System" to James A. Gavney Jr., thereby providing James A. Gavney Jr. with all of the intellectual property rights and moral rights of claims and subject matter of all Patents and Pending Applications as defined within this agreement.

C. Gregory Lee Keaton will receive compensation from the profits, as defined herein, which result from the sale or the licence of a manual dentition cleaning device with squeegee element, as claimed in the U.S. Patent Application, Serial No. 09/588,686 and the U.S. Patent Application, Serial No. 09/330,704, and which may be claimed in related applications.

D. Subject to the terms and conditions hereof, it has been since the reduction to practice and conception of the invention of a dentition cleaning device utilizing squeegee elements, which is the subject matter of claims in the U.S. Patent Application, Serial No. 09/588686, entitled "Dentition Cleaning Device and System", filed June 5, 2000 and U.S. Patent Application Serial No. 09/330,704, entitled "Squeegee Cleaning Device and System", as filed June 11, 1999 the intent and understanding of the parties hereto, which is memorialized by this agreement, that by virtue of consideration invested by the parties, in time, money, effort in concerning the invention, reducing the invention to practice, preparation of patent application, preparation of prototypes marketing and effort in concerning the invention of the invention, the parties, James A. Gavney Jr. and Gregory Lee Keaton, hereby confirm and memorialize this

agreement as hereafter set forth in this agreement.

NOW, THEREFORE, in consideration of the foregoing premises and mutual promises and covenants set forth herein, the parties hereto agree as follows:

## 1. DEFINITIONS

For the purpose of this agreement, the following terms will have the meanings ascribed to them;

### 1.01 All intellectual property rights and moral rights :

James A. Gavney Jr. will obtain the right to sell, licence or otherwise profit from subject matter covered in all of the Patents and Pending Application without consent from Gregory Lee Keaton. Further, James A. Gavney Jr. has the right to describe, discuss or otherwise make known the subject described in all of the Patents and Pending Applications without consent from Gregory Lee Keaton.

### 1.02 Patents and Pending Applications:

Patents and Pending Applications are any Patents or Applications that result from the pending U.S. Patent Application, Serial No. 09/588686 and U.S. Patent Application Serial No. 09/330,704 including any Patents and Applications that do and that do not claim priority from U.S. Patent Applications Serial No. 09/588686 and/or 09/330,704 , and which pertain to squeegee devices, methods and systems.

### 1.03 Profit:

Profit means any profits obtained for the license, assignment or sale of products including the Invention, wherein the profits are gross revenues received by James A. Gavney Jr. attributable to the license, assignment or sale of products including the Invention, less any costs and/or overhead attributable to a portion of business related to obtaining such license, assignment or sale of products including the Invention, according to generally accepted accounting principles. Included in the costs and/or overhead attributable to that portion of business related to the license, assignment or sale of products including the Invention, a reasonable salary paid to James A. Gavney for his duties related to managing the business of product development, and obtaining and/or managing any license, efforts towards assignment or sale of products including the Invention.

## 2. ASSIGNMENT:

2.01 Subject to the terms and conditions hereof, Gregory Lee Keaton hereby assigns to James A. Gavney Jr. on the date hereof, and James A. Gavney Jr. hereby acquires from Gregory Lee Keaton, free and clear of all leans and encumbrances, all of Gregory Keaton's rights, title and interest in and to the Patent and the Pending Applications. The assignment to James A. Gavney Jr. includes all intellectual property rights for the invention of squeegee devices.

2.02. Gregory Lee Keaton hereby delivers to James A. Gavney Jr. and James A. Gavney Jr. acknowledges receipt of a duly executed assignment inform identical to the form of the assignment attached hereto as Exhibit A transferring all rights, title and interest in the Patent and Pending Applications to James A. Gavney Jr.

2.03 James A. Gavney Jr. retains all rights to grant any other persons or entities assignments, licences or to otherwise exploit the invention and squeegee devices and all intellectual property rights related to the invention and squeegee devices including Patent Applications and any Patents that issue therefrom.

## 3. COMPENSATION

3.01 As compensation for Gregory Lee Keaton's efforts, time and money spent in the invention and squeegee devices, the transfer of all rights, including intellectual property rights, in the invention and in squeegee devices, James A. Gavney Jr. agrees to pay Gregory Lee Keaton 30 % of the Profits as defined herein.

## 4.0 PAYMENT AND RECORDS

4.01 James A. Gavney Jr. agrees to pay Gregory Lee Keaton 30 % of the profits within 6 months of having received such profits.

4.02 James A. Gavney Jr. agrees to keep full and accurate records showing, expenses incurred, revenues received and profits made that result for a sale or licence of claims that issue in a U.S. Patent for a manual dentition cleaning device as claimed in the U.S. Patent Application, Serial No. 09/588,686 and further agrees to make such records available to Gregory Lee Keaton upon request.

5. MISCELLANEOUS PROVISIONS

5.01 All notices required or provided for in this Agreement shall be in writing and shall be served by registered mail to the address which is shown below, and shall be deemed as given upon the date upon which such notice is mailed:

If to James A. Gavney Jr.: 996 Amarillo  
Palo Alto, CA 94303

If to Gregory Lee Keaton: 3847 18<sup>th</sup> Street  
San Francisco, CA 94114

5.02 This Agreement shall be construed in accordance with the laws of the State of California and all parties hereby expressly agree and contract that it is the intent of none of the parties to violate any public policy, statutory or common laws; that if any sentence, paragraph, clause or combination of this Agreement is in violation of any state or federal law, such sentences, paragraphs, clauses or combinations of the same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto; and that in any event, the paragraphs herein concerning compensation shall be binding upon the parties; and Northwest shall not be relieved of any obligation to pay royalties as herein provided. It is the intention of all parties to make this Agreement binding only to the extent it may be lawfully done under the existing state and federal laws.

5.03 In case any dispute shall arise which cannot be resolved within a reasonable period of time, representatives of each party shall meet to attempt to resolve the matter prior to any party taking any legal action in respect thereof. If the representatives are unable to resolve such dispute, such dispute shall be settled pursuant to final and binding arbitration conducted in accordance with the rules of the American Arbitration Association. For purposes of clarification, the parties agree neither to initiate nor to reopen any disputed matter in a court proceeding following arbitration, but may use the assistance of the courts only to enforce any arbitration award. The parties shall equally share the out-of-pocket costs of the arbitration, including the fees for the arbitrator(s), except that the parties shall each pay their respective expenses for legal representation and expert witnesses, if any.

5.04 Any dispute or claim arising out of or in relation to this Agreement shall be resolved according to the laws then applicable within the state of California without reference to conflict of laws principles. The parties agree to be subject to the personal jurisdiction of any court of competent jurisdiction over the subject matter of such dispute or claim within the state of California and agree to designate a person within the state of California for the purpose of receiving service of process and other court documents related to such dispute or claim.

5.05 It is expressly agreed that the parties hereto shall be independent contractors and that the relationship between the parties shall not constitute a partnership or agency of any kind. Neither, James A. Gavney Jr. nor Gregory Lee Keaton have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on another party, without the prior written authorization of the appropriate other party to do so.

5.06 This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended or modified only by written instrument executed by all the parties hereto, and shall supersede all previous communications, representations, understandings and agreements, either oral or written, between the parties or any official or representative thereof with respect to the subject of this Agreement.

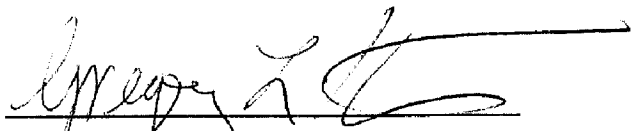
5.07 The parties hereto agree that the rule of construction that provides for resolution of ambiguities against the drafting party shall not apply to any interpretation of this Agreement, or any amendments or exhibits hereto.

5.08 Each Party understands and agrees that this Agreement shall not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of each party.

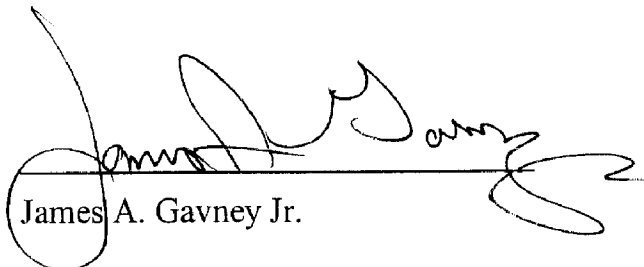
5.09 The captions appearing herein are for the purposes of identification only and shall not be construed to convey any substance or meaning to the text thereunder.

5.10 The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

In WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

  
Gregory Lee Keaton

Date: 28 Nov 2001

  
James A. Gavney Jr.

Date: 11/28/2001

ASSIGNMENT

THIS ASSIGNMENT is executed this 28<sup>th</sup> day of November, 2001, by Gregory Lee Keaton, an individual residing 3847 18<sup>th</sup> Street, San Francisco, California, 94114, ( hereafter referred to as the "Assignor")

WITNESSETH

WHEREAS, the Assignor is a co-owner of U.S. Patent Application, Serial No. 09/588686, entitled Dentition Cleaning Device and System and U.S. Patent Application, Serial No. 09/330,704, entitled "Squeegee Cleaning Device and System", as filed June 5, 2000 (the "Patent Applications").

WHEREAS, the Assignee, James A. Gavney Jr., is an individual residing at 996 Amarillo, Palo Alto, California, 94303 and is a co-owners of U.S. Patent Application, Serial No. 09/588686, entitled "Dentition Cleaning Device and System" and U.S. Patent Application, Serial No. 09/330,704, entitled "Squeegee Cleaning Device and System", as filed June 5, 2000.

WHEREAS, the Assignee, James A. Gavney Jr., desirous of obtaining complete ownership of the Patent Applications.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which hereby is acknowledged by the parties, the Assignor does hereby assign to the Assignee all right, title and interest in and to the Patent Application.

Gregory Lee Keaton  
Gregory Lee Keaton

Date: 28-Nov-01

STATE OF California  
COUNTY OF Santa Clara

On November 28, 2001 before me, Danielle Rae Dalton  
personally appeared Gregory Lee Keaton  
 personally known to me - ~~OR~~ -  proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Danielle Rae Dalton  
Signature of Notary Public

SEAL





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Santa Clara } ss.

On Nov. 28, 2001, before me, Danielle Rae Dalton  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Gregory Lee Heaton and James Gauney, Jr.  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Danielle Rae Dalton  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

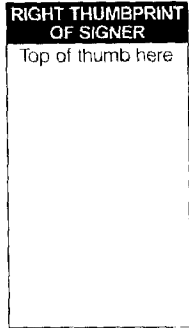
Description of Attached Document  
Title or Type of Document: Patent Assignment Agreement

Document Date: \_\_\_\_\_ Number of Pages: 60

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

- Signer's Name: \_\_\_\_\_
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_