

03-12-2002

PATEN



102013093

Attorney Docket No.: D396.12-0001 -- ks

To the Commissioner for Patents: Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

(1) HV Test, Incorporated

(2)

(3)

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

3. Nature of Conveyance:

☒ Assignment ☐ Merger ☐ Security Agreement☐ Change of Name ☐ Other _____Execution Date: February 7, 2002

2. Name and address of receiving party(ies):

Name: Mark Jay Dragan

Internal Address: _____

Street Address: 10280 Oakshore DriveCity: Lakeville, State: Minnesota ZIP 55044Additional name(s) & address(es) attached? ☐ Yes ☒ No

4A. Application No.(s)

09/782,785

If this document is being filed together with a new application, the execution date(s) of the application is: _____

Additional numbers attached? ☐ Yes ☒ No

4B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alan M. KoenckStreet Address: Kinney & Lange, P.A.,312 South Third StreetCity: Minneapolis State: MN ZIP 55415-10026. Total number of applications and patents involved: [1]7. Total fee (37 C.F.R. 3.41):.....\$ 40.00

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.

Alan M. Koenck

February 15, 2002

Date

Total number of pages including cover sheet, attachments and document: [6]OFFICE OF PUBLIC RECORDS
2002 FEB 27 AM 11:29
FINANCE SECTION

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40.00 OP

ASSIGNMENT

Application No. : 09/782,785

First Named Inventor : Mark Dragan

Title : MARKER SYSTEM FOR TEST FIXTURE

WHEREAS, HV Test Inc., a corporation organized and existing under the laws of the state of Minnesota, and having offices at 9720 Humbolt Avenue South, Bloomington, Minnesota 55431 ("Assignor") owns the entire right, title and interest in and to an application entitled MARKER SYSTEM FOR TEST FIXTURE for Letters Patent of the United States, the application being identifiable in the United States Patent and Trademark Office by Application No. 09/782,785, filed February 14, 2001; and

WHEREAS, Mark Jay Dragan, of Lakeville, Minnesota, USA, ("Assignee") owns the entire right, title and interest in and to the invention described in the application and is desirous of acquiring the entire right, title and interest in and to the application, and any and all Letters Patent or similar legal protection, foreign or domestic, to be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the above-identified application, corresponding domestic and foreign applications, all Letters Patent or similar legal protection issuing thereon, and all rights and benefits under any applicable treaty or convention; and Assignor authorizes the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

Assignor authorizes the Assignee, its successors and assigns, or anyone it may properly designate, to apply for Letters Patent or similar legal protection, in its own name if desired, in any and all foreign countries.

Assignor represents to the Assignee, its successors and assigns, that it has not and shall not execute any writing or do any act whatsoever conflicting with this Assignment. Assignor will at any time upon request, without additional consideration, but at the expense of the Assignee, its successors and assigns, execute such additional writings and do such additional acts as the Assignee, its successors and assigns, may deem desirable to perfect its enjoyment of this grant, and render all assistance in making application for and obtaining, maintaining, and enforcing the Letters Patent or similar legal protection on the invention in any and all countries.


This Assignment supersedes the Patent Agreement (attached hereto) between Assignee and Assignor dated October 9, 2001 in which the Assignor assumed the duty to prosecute the above-identified application and in the event that the Commissioner of Patents and Trademarks of the United States issues a Letters Patent for the application, Assignee had the option to purchase said Letters Patent for a sum of \$65,000.00. Assignee has already paid \$10,000.00 to Assignor for this option to purchase said Letters Patent. Because Assignor has decided not to prosecute the above-identified application, the parties agree that good and valuable consideration for this Assignment is an additional \$1,000.00 wherefor the Assignee now acquires the right to prosecute the application for Letters Patent in the United States and all foreign countries.

HV Test, Incorporated

Date: 2-7-02


Alvin Lewis, President

Date: 2/7/02


Mark Jay Dragan

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PATENT AGREEMENT

This Agreement is made by and between HV Test, Incorporated, a Minnesota corporation having offices at 9720 Humboldt Ave. So., Bloomington, MN 55431 ("Assignor") and Mark Jay Dragan, an individual residing at 10280 Oakshore Dr., Lakeville, MN 55044 ("Assignee").

WHEREAS, Assignee invented a certain new and useful invention ("Invention") while employed by Assignor;

WHEREAS, Assignor filed U.S. patent application serial no. 09/782,785 on February 14, 2001, entitled Marker System For Test Fixture for the Invention, which application is pending;

WHEREAS, Assignee, wishes to acquire the entire right, title, and interest in and to the Invention; and

WHEREAS, Assignee, wishes to acquire the option to purchase the aforementioned pending U.S. patent once issued, or otherwise assume the responsibility to further prosecute the same.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Assignment and Option.**

For consideration, Assignor does hereby irrevocably assign to Assignee all right, title, and interest in and to the Invention, worldwide. This includes the right by Assignee to pursue foreign patent protection for the Invention, if desired, at his expense and through counsel of his choice. In addition, and for additional consideration, Assignee hereby acquires the option, in his sole discretion, to purchase the aforementioned pending U.S. patent application once issued, or otherwise take responsibility to further prosecute the same, as more fully described below.

2. **Consideration for Assignment and Option.**

In consideration for the Assignment of the Invention, Assignee shall pay to Assignor the sum of \$2,000.00 contemporaneous with the execution of this Agreement. In consideration for the sole and exclusive option to purchase the aforementioned pending U.S. patent application once issued, or otherwise take responsibility to prosecute the same, as more fully described below, Assignee shall pay to Assignor the additional sum of \$8,000.00 contemporaneous with the execution of this Agreement.

3. **Term.**

The term of this Agreement is one (1) year from the date hereof, or until the aforesaid U.S. patent application matures into an issued U.S. Patent, whichever occurs last.

4. **Duty to Prosecute U.S. Patent Application.**

During the aforesaid term, Assignor shall use its best efforts to prosecute the apparatus and method claims in the aforesaid pending U.S. patent application to allowance and then issuance, at its expense and through counsel of its choice. Assignor shall keep Assignee advised and provide Assignee with copies of all correspondence and other documentation sent to and from the U.S. Patent & Trademark Office. Assignor shall not intentionally abandon the aforesaid pending U.S. patent application without first advising Assignee of the same, in which event Assignee shall have the right, in his sole discretion, to assume responsibility for any further prosecution thereof and through counsel of his choice, with any and all costs related thereto being credited against the remaining \$65,000.00 option monies, as described below. In the event Assignor's best efforts have not caused the aforesaid U.S. patent application to mature into an issued U.S. Patent on or before December 31, 2002, Assignee shall have the right, in his sole discretion, to assume the responsibility for any further prosecution thereof and through counsel of his choice, with any and all costs related thereto being credited against the remaining \$65,000.00 option monies, as described below.

5. **Option to Purchase U.S. Patent.**

In the event that the U. S. Patent & Trademark Office issues a patent for the Invention, Assignor hereby grants Assignee the option to purchase said patent for the additional sum of \$65,000.00. Said \$65,000.00 shall be paid from Assignee to Assignor in two equal installments of \$32,500.00. This option to purchase shall be exercised, if at all, by Assignee giving written notice of the exercise of such option to Assignor within ten (10) business days after Assignee's receipt of written notice of the issuance of the patent, together with a copy of the U.S. patent as issued. The first installment payment shall be paid within ten (10) days after Assignee exercises the option to purchase hereunder. The second and final installment payment shall be paid within 45 days after the payment of the first installment payment. Any such written notices shall be personally served or mailed to the parties, via U.S. registered mail return receipt requested, at the addresses first above written, or such other address as may be specified in writing hereafter. If Assignee chooses, in his sole discretion not to exercise the purchase option, all of Assignee's U.S. patent rights hereunder shall terminate, with Assignee retaining any foreign patent rights it may have to the Invention. The parties agree to execute whatever other documents may be necessary to effectuate the terms of this Agreement. In the event Assignee fails to exercise the purchase option, all right, title, and interest in and to the Invention for the issued U.S. patent shall immediately revert to Assignor.

6. **Recordation of this Agreement.** Promptly after the execution hereto, Assignor shall record this Agreement with the U.S. Patent and Trademark Office, at its cost, and notify Assignee in due course of the completed recordation.

7. **Representations and Warranties.** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Invention and the Patent;
- (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
- (d) The Invention and Patent do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's right in the Invention and Patent;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms;
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement; and
- (h) Assignor shall not sell, transfer, or assign the Invention or Patent.
- (i) Assignor shall keep the Invention and Patent free of any liens, security interests, encumbrances or licenses.

8. **Attorney's Fees.** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party against whom enforcement was sought.

9. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

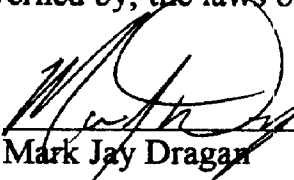
10. **Amendment.** This Agreement may be amended only by a writing signed by both parties.

11. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

12. **Agreement to Perform Necessary Acts.** The parties agrees to cooperate in performing any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

13. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Minnesota.

Date: 10/9/01


Mark Jay Dragan

HV Test, Incorporated

Date: 10-9-01

By 
Alvin Lewis, President

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