

03-22-2002



102027742  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

IEET

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

New **3-8-02**

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

**Conveyance Type**

Assignment  Security Agreement

License  Change of Name

Merger  Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

Departmental File  Secret File

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

**Second Party**

Name (line 1)  Execution Date  
Month Day Year

Name (line 2)

**Receiving Party**

Mark if additional names of receiving parties attached

Name (line 1)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

811094-1

**PATENT**  
**REEL: 012683 FRAME: 0745**

03/21/2002 L MUELLER 00000094 0414928

600.00 0P

01 FC:581

**Correspondent Name and Address**

Area Code and Telephone Number

612-340-8923

Name Richard C. Emery (Reg. No. 44,670)

Address (line 1) Rider, Bennett, Egan & Arundel, LLP

Address (line 2) 333 South Seventh Street

Address (line 3) Suite 2000

Address (line 4) Minneapolis, Minnesota 55402

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

# 6

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached.

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

**Patent Application Number(s)**

**Patent Number(s)**

			<u>D414,928</u>	5,555,490	5,798,907
			5,285,398	5,572,401	5,991,086
			5,491,651	5,581,492	6,057,966
			6,097,607	6,108,197	6,121,960
			6,249,427	6,271,477	6,285,757

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number only if a U.S. Application Number as not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

# 15

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 600

Method of Payment: Enclosed  Deposit Account

Deposit Account

Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 50-1188

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Richard C. Emery

Name of Person Signing



Signature

February 28, 2002

Date

**RECORDATION FORM COVER SHEET  
CONTINUATION  
PATENTS ONLY**

**Conveying Party(ies)**

Mark if additional names of conveying parties attached

*Enter additional Conveying Parties*

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

Execution Date  
Month Day Year

Name (line 1)

Name (line 2)

**Receiving Party(ies)**

Mark if additional names of receiving parties attached

*Enter additional Receiving Party(ies)*

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)    
City State/Country

Zip Code

Name (line 1)

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Name (line 2)

Address (line 1)

Address (line 2)

Address (line 3)    
City State/Country

Zip Code

**Application Number(s) or Patent Number(s)**

Mark if additional numbers attached

*Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).*

**Patent Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Patent Number(s)**

<input type="text" value="D414,928"/>	<input type="text" value="5,285,398"/>	<input type="text" value="5,491,651"/>
<input type="text" value="5,555,490"/>	<input type="text" value="5,572,401"/>	<input type="text" value="5,581,492"/>
<input type="text" value="5,798,907"/>	<input type="text" value="5,991,086"/>	<input type="text" value="6,057,966"/>
<input type="text" value="6,097,607"/>	<input type="text" value="6,108,197"/>	<input type="text" value="6,121,960"/>
<input type="text" value="6,249,427"/>	<input type="text" value="6,271,477"/>	<input type="text" value="6,285,757"/>

## PATENT ASSIGNMENT

WHEREAS, VIA, INC., a corporation organized and existing under the laws of the State of Minnesota, and having its principal offices at 12550 West Frontage Road, Suite 201, Burnsville, Minnesota 55337, owns all right, title and interest in and to the United States Letters Patents listed below (hereinafter the "Patents"):

U.S. Design Patent No. D414,928  
U.S. Patent No. 5,285,398  
U.S. Patent No. 5,491,651  
U.S. Patent No. 5,555,490  
U.S. Patent No. 5,572,401  
U.S. Patent No. 5,581,492  
U.S. Patent No. 5,798,907  
U.S. Patent No. 5,991,086  
U.S. Patent No. 6,057,966  
U.S. Patent No. 6,097,607  
U.S. Patent No. 6,108,197  
U.S. Patent No. 6,121,960  
U.S. Patent No. 6,249,427  
U.S. Patent No. 6,271,477  
U.S. Patent No. 6,285,757

and

WHEREAS, COMMUNITY NATIONAL BANK, a bank organized and existing under the laws of the State of Minnesota, and having its principal offices at 25 Bridge Square, Northfield, Minnesota 55057, is desirous of acquiring the entire right, title and interest in and to the inventions and the Patents;

NOW, THEREFORE, for and in consideration of one Dollar (\$1.00) and other good and valuable considerations paid by COMMUNITY NATIONAL BANK the receipt of which is hereby acknowledged, VIA, INC. has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto the COMMUNITY NATIONAL BANK, its successors and assigns, the entire right, title and interest in and to the inventions and the Patents, including all rights under the International Convention.

Upon said consideration, VIA, INC. does hereby covenant and agree with COMMUNITY NATIONAL BANK, its successors and assigns, that VIA, INC. has not and will not execute any writing or do any act whatsoever conflicting with these presents, and that VIA, INC. will at any time upon request, without further or additional consideration, but at the expense of the COMMUNITY NATIONAL BANK, its successors and assigns, execute such additional writings and do such additional acts as COMMUNITY NATIONAL BANK, its successors and assigns, may deem necessary or desirable to perfect the COMMUNITY NATIONAL BANK's enjoyment of this grant, and render all necessary assistance in making

application for and obtaining additional original, divisional, continuation, reissued or extended Letters Patent of the United States, or of any and all foreign countries on said invention, and in enforcing any rights, occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

In witness whereof, I, W. Edward McConaghay, President and Chief Executive Officer of VIA, INC., have hereunto set my hand and affixed my seal on behalf of VIA, INC. this 10<sup>th</sup> day of October, 2001.

VIA, INC.

By *W. Edward McConaghay*

STATE OF MINNESOTA )  
                                          )  
COUNTY OF HENNEPIN )

On this 10 day of October, 2001, before me personally appeared *W. Edward McConaghay*<sup>\*</sup>, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

*Peter B. Stein*

Notary Public

*\* President +  
CEO of  
VIA, INC.*

