

05-17-2002



Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102093549

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HILL, Giles

5-10-02

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: October 1, 2000

2. Name and address of receiving party(ies)

Name: Argus Regent R, Ltd.

Internal Address: _____

Street Address: Rt. 4, Box 216City: Idabel State: OK Zip: 74745Additional 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)

4,966,212;5,053,095Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. MontgomeryInternal Address: c/o Haynes and Boone, LLPStreet Address: 1000 LouisianaSuite 4300City: Houston State: TX Zip: 770026. Total number of applications and patents involved: ☒ 27. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

08-1394

(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 copy of the original document.*John W. Montgomery, Reg. No. 31,124

Name of Person Signing

00000243 081394

4966212

Signature

04-30-02

Date

Total number of pages including cover sheet, attachments, and documents: ☐ 1

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/16/2002 DBYRME

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H-334947.1

DOCKET NO.: 28373.17

PATENT
REEL: 12896 FRAME: 0164

ASSIGNMENT

WHEREAS, Bettye Hill, Giles Hill III, and Southeast Tire Company (the "Assignors") had previously entered into a License Agreement effective October 1, 2000 and as of October 1, 2000, the effective date of this Assignment, have mutually agreed to terminate said License Agreement as each of them believes that the potential benefit to each of them from the rights each of them hold in certain patent rights as set forth below will be enhanced by combining the ownership of them for purposes of unified world wide marketing efforts and also desire to contribute the patent rights and the benefit represented by such patents and particularly the enhancement of the value of such patent rights when combined for unified world wide marketing efforts and as a capital contribution to an insurance company by which the parties and others may benefit through the sharing of certain risks insured by such insurance company;

WHEREAS, BETTYE HILL, widow and Surviving Spouse of GILES HILL, the inventor and owner of the entire right, title and interest in the following U. S. Patents entitled:

"WHEEL AND SOLID RUBBER TIRE ASSEMBLY AND METHOD" FILED 08/05/88 AS U.S. SERIAL NO. 228,982 AND ISSUED 10/30/90 AS U. S. PATENT NO. 4,966,212 and having a term extendable to 08/05/08; and

"METHOD FOR CONSTRUCTING A WHEEL AND LOW PROFILE SOLID RUBBER TIRE" FILED 01/30/90 AS US SERIAL NO. 472,590 AND ISSUED 10/01/91 AS U.S. PATENT NO. 5,053,095 and having a term extendable to 10/01/08 (the '212 patent and the '095 patent collectively hereinafter called the "Early Patents");

WHEREAS, Giles Hill, III, the undersigned inventor, has invented a new and useful invention and is the owner of the entire right, title and interest in the following U.S. Patent entitled:

"DURABLE SMOOTH RIDE WHEEL AND SOLID RUBBER TIRE" FILED 05/28/98 AS U.S. PATENT APPLICATION SERIAL NO. 09/086,198, ISSUED 07/18/2000 AS U.S. PATENT NO. 6,089,292 and having a term extendable to 05/28/18 (the '292 patent referred to herein as the "Recent Patent");

WHEREAS, Southeast Tire Company, a corporation duly organized and existing under the laws of the State of Oklahoma, is the owner of the full and exclusive right, title and interest in and to the following U.S. Patent entitled:

"SOLID RUBBER WHEEL AND TIRE ASSEMBLY WITH ANGLED CROSS BARS," FILED 05/15/92 AS US SERIAL NO. 884,425, ISSUED 05/24/94 AS U.S. PATENT NO. 5,313,994" and having a term extendable to 05/15/12 (the '994 patent referred to as the "Middle Patent");

(The rights of the Licensors are collectively hereinafter called the "Patent Rights.")

WHEREAS, the Assignors believe that the value of each of them is not precisely determinable and may depend upon hard to quantify measures of usefulness, competitive advantage, barriers to market entry, strength and enforceability of the Patent Rights against others, and the length of extendable term for the Early Patents and Middle Patent compared to the Recent Patent or to any future patent grant for the same inventions, and the Assignors further believe that enhancement of the benefit of the Patent Rights to each of them and to buying public might be achieved by consolidating the ownership of the technologically related Patent Rights into a single entity for subsequent administration of licenses by which useful products and services might be made, used or sold or by which the worldwide marketing and promoting efforts therefor might be coordinated for maximum benefit of all of the parties and that added benefit may be obtained by consolidating the ownership of such patents as a capital contribution to an insurance company; and

WHEREAS, Argus Regent R, LTD, an insurance company duly organized under the laws of Nevis ("Assignee"), is desirous of acquiring the entire right, title and interest in and to said Patent Rights, above identified, as a capital contribution and under which licenses can be granted for the purpose of enhancing the benefit through unified world wide marketing efforts and thereby generating an overriding royalty income for the Assignee.

NOW, THEREFORE, effective October 1, 2000, for and in consideration of One Dollar (\$1.00) to each Assignor and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to the invention, application and patent herein above identified, Patent Rights and any Letters Patent that may issue for the said invention, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns to the full end of the term for which any and all of said Letters Patent for the said invention may issue.

FURTHER, be it known that the Assignors have sold, assigned and transferred, and by these presents do sell, assign and transfer unto the Assignee, its successors, assigns and legal representatives, any and all exclusive rights throughout the world to the invention disclosed in said patents or patent application as they may have or as they may legitimately acquire, in all countries of the world, including any right to file applications and obtain patents, utility models, industrial models, and designs for said inventions disclosed in its own name throughout the world, including rights of priority, rights to publish cautionary notices reserving ownership of said invention and rights to register said invention in appropriate registries, and further agrees to execute any and all proper patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, title and interest in Assignee, its successors, assigns and legal representatives.

YET FURTHER, Assignors hereby covenants and agrees, for themselves and their legal representatives, that they will assist the Assignee in the prosecution of the patent and patent application herein identified; in the making and prosecution of any other proper applications for Letters Patent that the Assignee may elect to make covering the invention herein identified, as herein before set forth, including any application for reissue, application for reexamination, application for patent rights in other countries, or any proceeding in the United States Patent and Trademark Office affecting the invention, invests in the Assignee exclusive title in and to such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patent herein contemplated; and that they will promptly execute and deliver to the Assignee any and all additional papers and make all lawful oaths which may be requested by the Assignee to fully carry out the terms of this assignment; and further that they will communicate to Assignee, or to its successors, assigns, and legal representatives, any facts known respecting said invention, and at the expense of the Assignee, testify in any legal proceedings, and generally do everything possible to aide the Assignee, its successors, assigns and nominees to obtain and enforce proper patent protection for said invention in all countries.

AND the Commissioner of Patents and Trademarks is hereby authorized and requested to issue all Letters Patent to the Assignee in accordance with the terms of the assignment and the Attorney prosecuting such application is authorized to insert the patent number issuing from the above identified patent application for purposes of recording this assignment in the U.S. Patent and Trademark Office.

IN TESTIMONY WHEREOF, the Assignors have hereunto set their hands to be effective on the 1st day of October, 2000 and Assignee has accepted effective as of the same date.

ASSIGNEE:

ARGUS REGENT R, LTD

by: 

GILES HILL, III (President)

ASSIGNORS:

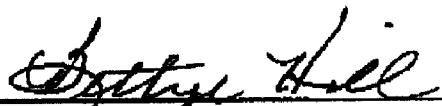
SOUTHEAST TIRE COMPANY

by: 

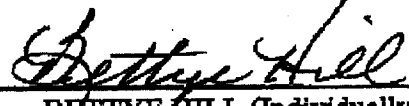
GILES HILL, III (President)



GILES HILL, III (Individually)



BETTYE HILL (Surviving Spouse of Giles Hill)



BETTYE HILL (Individually)