

MAY 17 2002

05-28-2002

Atty. Dkt. No. 048674-0158

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

RECORD



102104002

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

1. Name of conveying party(ies):

Phillip A. Montague
Edgar A. Dallas
Bradford Parrish
Peter Whitlock
Paul W. Poehlmann
Charles Alfaro
John Nason

5-17-02

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

Alterra Holdings Corporation
P.O. Box 230030
Tigard, OR 97281

Additional conveying party(ies) NO

3. Nature of conveyance:

ASSIGNMENT

Execution Date:

03/14/2002 and 05/02/2002

Additional name(s) & address(es) attached? NO

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

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/756,547

B. Patent Number(s):

Additional numbers attached? NO

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

Jeffrey S. Gundersen
FOLEY & LARDNER
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5367

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 06-1447

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Jeffrey S. Gundersen

Name of person signing

Signature

5/7/02

Date

Total number of pages including cover sheet, attachments, and document: 7

05/24/2002 T01A21 00000038 09756547

01 FC:581

40.00 OP

I hereby certify that this document is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Assistant Commissioner for Patents, Washington, D.C. 20231, on this 14th day of May, 2002.

FOLEY & LARDNER

By

001.1223178.1

PATENT
REEL: 012919 FRAME: 0710

ASSIGNMENT AND AGREEMENT

WHEREAS, Phillip A. Montague of 17745 SW Chippewa Trail, Tualatin, OR 97062, **Edgar A. Dallas** of 6520 SW Tea Party Circle, Beaverton, OR 97008, **Bradford Parrish** of 19860 South White Lane, Oregon City, OR 97045, **Peter Whitlock** of 6520 SW Tea Party Circle, Beaverton, OR 97008, **Paul W. Poehlmann** of P.O. Box 412, Heriot Bay, British Columbia, Canada V0P 1H0, **Charles Alfaro** of 16005 NW Schendel Avenue, Apt. O, Beaverton, OR 97006, and **John Nason** of 1830 Dixon Street NE, Keizer, OR 97303 (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **MULTI-FUNCTION TOOL WITH CARTRIDGE** (Atty. Dkt. No. 48674/158) for which an application for United States Letters Patent was filed on January 8, 2001 as Application No. 09/756,547; and

WHEREAS, Alterra Holdings Corporation, a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at P.O. Box 230030, Tigard, OR 97281 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or

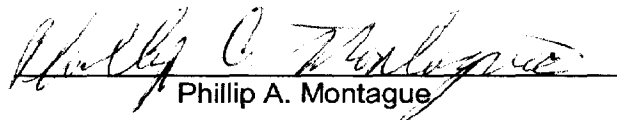
inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

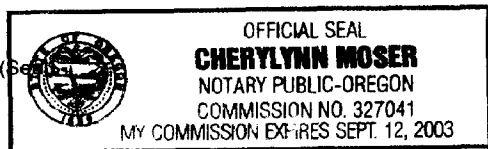
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

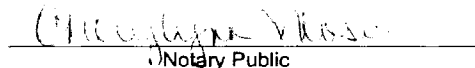
Effective: January 8, 2001


Phillip A. Montague

State of Oregon)
County of Washington)ss.

On this 14th day of MARCH, 2003, before me, a notary public in and for said county, appeared Phillip A. Montague, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.




Notary Public

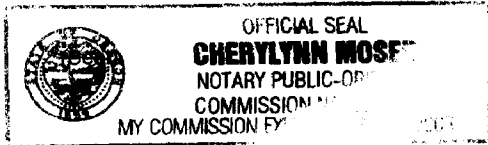
My Commission Expires: 9/12/03

Effective: January 8, 2001

Edgar A. Dallas
Edgar A. Dallas

State of Oregon)
County of Washington)ss.

On this 14th day of March, 2002, before me, a notary public in and for said county, appeared Edgar A. Dallas, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



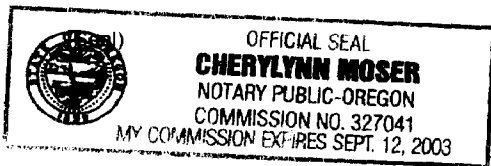
Cherylynn Moser
Notary Public
My Commission Expires: 9/12/03

Effective: January 8, 2001

Bradford Parrish
Bradford Parrish

State of Oregon)
County of Washington)ss.

On this 14th day of March, 2002, before me, a notary public in and for said county, appeared Bradford Parrish, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Cherylynn Moser
Notary Public
My Commission Expires: 9/12/03

Effective: January 8, 2001

Peter Whitlock

Peter Whitlock

State of Oregon)
County of Washington) ss.

On this 2nd day of May, 2002, before me, a notary public in and for said county, appeared Peter Whitlock, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Cherylynn Moser
Notary Public

My Commission Expires: Sept. 12, 2003

Effective: January 8, 2001

Paul W. Poehlmann

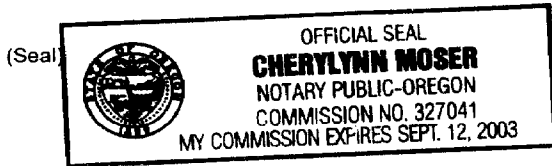
Paul W. Poehlmann

State of Oregon)
County of Washington)ss.

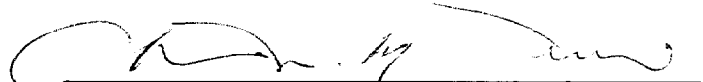
On this 14th day of March, 2002, before me, a notary public in and for said county, appeared Paul W. Poehlmann, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Cheryl Lynn Moser
Notary Public

My Commission Expires: 9/12/2003



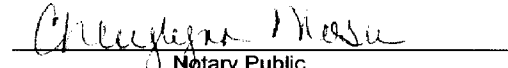
Effective: January 8, 2001



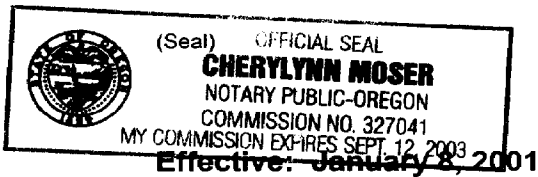
 Charles Alfaro

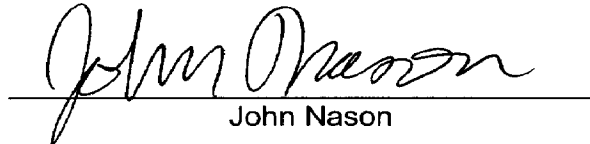
State of Oregon)
 County of Washington) ss.

On this 14th day of March, 2002, before me, a notary public in and for said county, appeared Charles Alfaro, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



 Notary Public
 My Commission Expires: 9/12/03

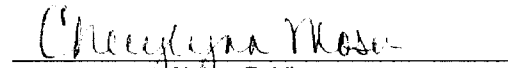




 John Nason

State of Oregon)
 County of Washington) ss.

On this 14th day of March, 2002, before me, a notary public in and for said county, appeared John Nason, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



 Notary Public
 My Commission Expires: 9/12/03

(Seal)

