

07-16-2002

Form PTO-1595  
(Rev. 03/01)

RE

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

OMB No. 0651-0027 (exp. 5/31/2002)

102157985

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

## 1. Name of conveying party(ies):

Dane B. Conwell

7.9.02

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

Name: Cathleen R. Phillips

Internal Address: \_\_\_\_\_

Street Address: 225 Beech Road

City: Wierton State: WV Zip: 26062

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

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: 02/01/1998

Additional 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) US5,974,597

Additional numbers attached? ☐ Yes ☒ No

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

Name: Cathleen R. Phillips

Internal Address: \_\_\_\_\_

Street Address: 225 Beech Road

City: Wierton State: WV Zip: 26062

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

01-1000 (ALCOA INC.)

07/15/2002 DBYRNE 00000139 011000 5974597

DO NOT USE THIS SPACE

01 FC:581 9. Signature 00000 CH

Gary P. Topolosky

Name of Person Signing

Signature

7/5/02

Date

Total number of pages including cover sheet, attachments, and documents: ☐Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231PATENT  
REEL: 013077 FRAME: 0323

**JOINT VENTURE AGREEMENT BETWEEN**  
**Dane B. Conwell, AND**  
**Cathleen R. Phillips**  
**For the Development of Intellectual Property**

Agreement made 2/19/98, 1998, between the parties to this contract, Dane B. Conwell, 519 Bower Hill Rd., Pittsburgh, PA 15228 (hereinafter "Owner") **AND Cathleen R. Phillips**, 225 Beech Road, Wierton, WV 26062 (hereinafter "Developer").

RECITALS

WHEREBY:

1. The parties desire to conduct a business operation together and the parties, operating jointly, shall invest in the invention of the Owner herein, Dane B. Conwell, who is possessed of certain intellectual property which Owner desires to develop, and which Cathleen R. Phillips, Developer herein, wishes to participate in the gains.

2. Each party is willing to invest time, money and other resources to finance and start-up the operation.

3. It is agreed that the most desirable form of business for conducting the operation is a joint venture.

4. With the intent that the patent of said Owner shall result in the sale of products which rely on said patent, the following is agreed.

For the reason recited above, and in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

SECTION ONE

SCOPE AND DESCRIPTION

By this agreement, the parties create a joint venture to provide for the development of said invention, which shall entail all of the patent protection which shall be required to start-up said business.

This joint venture agreement shall become operative on the date of execution of this agreement.

This joint venture shall not be construed to have established a partnership between the parties hereto. The nature of the joint venture is a relationship in contract, only for the purposes stated herein.

It is the intent of the parties to limit joint operations to those operations specified herein. This agreement has no relation to any operations conducted by either party individually or as a joint party with others.

It is understood and agreed by all parties concerned that each party shall conduct his or her own business as in the past, but shall

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Joint Venture Agreement  
Conwell and Phillips  
February 1998

Page 2, Section II has been amended

**PATENT**  
**REEL: 013077 FRAME: 0324**

not have the right to embark in any speculative transactions that affect or are likely to affect the joint venture or any party without the consent of the other party.

It is agreed that no party shall act as the agent of the remaining party without an express written authorization to act as an agent, and any act by a party as an agent, without proper authorization, will create a separate liability in the party so acting to any and all third parties affected thereby.

Any contract entered into by a party that is outside the scope of this agreement will not be binding on the remaining party, and only the party entering that contract shall be liable thereby to third parties.

## SECTION TWO

### CONTRIBUTIONS

Developer has contributed Seven Thousand Five Hundred Dollars (\$7500) to the joint venture. Owner, as the inventor, is to contribute the patent on said invention such that the joint venture shall acquire the complete and entire proprietary rights to said invention.

In consideration of this contribution, the Owner shall pledge to the Developer fifteen percent (15%) of all net profits that shall result from the sale of any product claiming the patent as its formative base. Net profit shall be defined as all proceeds from sale of said product, less the reasonable costs of product, salaries, wages, overhead and administration, taxes, and any other expense which shall be deemed to have resulted from the sale of said products.

Nothing in this agreement shall require that the Developer shall be further obligated to contribute any other funds or resource to the product.

Nothing in this agreement shall require that the Developer shall share in any losses resulting from the sale of said product.

## SECTION THREE

### CONDUCT OF VENTURE

The parties hereby appoint Owner as the manager of this joint venture, effective immediately upon execution of this agreement. Manager shall be responsible for obtaining the patent rights and bringing the product resulting therefrom to the market place for sales, with the intent of making a profit for the joint venture, to be distributed as stated above.

Nothing in this agreement shall be construed as a guarantee by the Owner to the Developer that a patent shall issue as a result of this joint venture. Developer specifically understands that whether a patent on said invention issues is a determination made by agents of the United States Patent Office who are not under the control of Owner. Owner has, however, agreed to obtain the services of a

competent and registered patent attorney in order to prosecute said patent for the benefit of the joint venture and shall, in good faith, execute the patent application and prosecute the application to fruition, if possible.

The manager shall procure service contracts with Third Parties, for the performance by those contractors for the benefit of the joint venture, as required, and as determined solely on the judgment of the manager.

#### SECTION FOUR

##### TITLE TO PROPERTY

All legal title to property acquired by the joint venture, whether real or personal, shall be taken in the name of Owner, but Developer shall have the right, after said patent has issued, if said patent issues, to effect a security interest in the patent or otherwise record a lien in Developer's favor upon said patent.

Nothing in this agreement shall require that the Owner assign said patent in the United States Patent and Trademark Office.

#### SECTION FIVE

##### RECORDS AND ACCOUNTING

Owner shall maintain or cause to be maintained a complete set of records, statements, and accounts concerning the total operation of the joint venture, in which books shall be entered, fully and accurately, each transaction pertaining to the venture. All the books will be open at all times for inspection and examination by Developer or her agent.

The fiscal year of the joint venture shall commence on January 1 and close on December 31 of each year of operation. All accounting based on fiscal year figures shall be completed within 45 days after the close of the fiscal year.

#### SECTION SIX

##### ASSIGNMENTS AND TRANSFERS

Neither party shall assign or transfer his or her rights or duties in the joint venture without the express written consent of the other party. Any transfer or assignment made without the consent of the other party shall not relieve the transferor or assignor of his or her duties or obligations under this agreement.

#### SECTION SEVEN

##### ARBITRATION

The assignment of specific duties and authority was made to avoid major differences between the parties as to conduct of the

venture. The parties declare that the terms of this agreement are controlling as to each of them. Any matter in dispute, and any matter which is not provided for in this agreement, shall be submitted to arbitration under the provisions of the American Arbitration Association using its Rules for Commercial Arbitration, and shall be conducted at the office of the American Arbitration Association in Pittsburgh, Pennsylvania.

#### SECTION EIGHT

##### DEATH OR INCAPACITY OF PARTY

The death or incapacity of a party shall cause the joint venture to be dissolved at the completion of that current fiscal year. The annual net profits and proceeds from the sale of assets shall be divided pro rata between the surviving party and the legal representative or guardian of the deceased or incapacitated party.

#### SECTION NINE

##### TERM

The effective date of this agreement shall be the date first above written, and the agreement shall continue in effect for a period of the term of the patent, if any, which shall result.

#### SECTION TEN

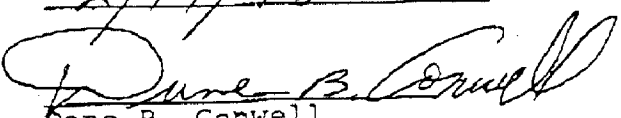
##### SUBSTITUTION OF PARTY

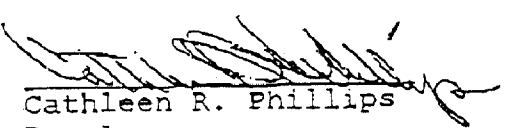
Either party which shall propose a substitute party for the joint venture (substituted party) shall obtain the other party's approval of such substitution. In obtaining the consent of the other party, the substituted party shall obtain the consent of the other party and shall propose said substitution with a written instrument signed by the substitution, which shall commit the substitution to the assignment and agree to:

(1) Accept the assignment in writing;

(2) Be bound by the terms and conditions of the joint venture agreement and agree to perform all duties and satisfy all obligations of the substituted party under such agreement and to assume any and all liability of the substituted party for any loss sustained in the joint venture as set forth in the joint venture agreement.

In witness whereof, the parties have executed this agreement at  
2/19/98 the day and year first above written.

  
Dane B. Corwell  
Owner

  
Cathleen R. Phillips  
Developer

Joint Venture Agreement  
Corwell and Phillips  
February 1998

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Page 2, Section II has been amended