

10-02-2002

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



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9.30.02

To the Honorable Commissioner of

102238534

d the attached original documents or copy thereof.

1. Name of conveying party(ies):

Les Greer
Randy Hanson

2002 SEP 30 AM 11:07

FINANCE SECTION

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 08/23/2002

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

Name: Homax Products, Inc.

Internal Address: _____

Street Address: 840 W. Horton Road

City: Bellingham State: WA ZIP: 98225

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(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)

10/215,530

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael R. Schacht

Internal Address: Schacht Law Office, Inc.

Street Address: 2801 Meridian Street, Suite 202

10/01/2002 AMME31 00000164 10215530

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40.00 00

City: Bellingham State: WA ZIP: 98225

6. Total number of applications and patents involved: 1

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(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.

Michael R. Schacht

Michael R. Schacht

09/25/2002

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 2

ASSIGNMENT

WHEREAS we, **LES GREER** and **RANDY HANSON**, (hereinafter referred to as "ASSIGNORS"), have made a new and useful invention relating to **TUBE WITH RESILIENT APPLICATOR FOR DISPENSING TEXTURE MATERIAL**, for which invention ASSIGNORS executed an application for Letters Patent of the United States, which application has been identified as Serial No. 10/215,530, filed in the United States Patent and Trademark Office on 08/08/2002 (authority here being given to insert in this Assignment the serial number and filing date of said application); and for which said application claims priority of U.S. Provisional Application Serial No. 60/311,424, filed in the United States Patent and Trademark Office on August 10, 2001.

WHEREAS, **HOMAX PRODUCTS, INC.**, (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Washington, having its principal place of business at 840 W. Horton Road, P.O. Box 5643, Bellingham, Washington 98227, is desirous of acquiring the entire right, title and interest in and to said invention and any improvements thereon, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;


NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said provisional application, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application and any improvements thereon, or on any continuation, divisional, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, applications and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and, we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said applications or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNORS; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Bellingham, Washington, this 23rd day of August, 2002.



LES GREER



RANDY HANSON