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

102297608

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

1. Name of conveying party(ies):

Aaron Williams

11-21-02

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Assignment and Agreement

Execution Date: 13 November, 2002

2. Name and address of receiving party(ies)

Name: Mark Helton

Internal Address: 3742 West Rosewalk Court

Street Address:

Highlands City: Ranch State: CO Zip: 80129

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) 09/062,042

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: John E. Reilly

Internal Address:

Street Address: 1554 Emerson Street

City: Denver State: CO Zip: 80218

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:

18-0875

DO NOT USE THIS SPACE

9. Signature.

John E. Reilly

Name of Person Signing

Handwritten signature of John E. Reilly

Signature

15 November, 2002

Date

Total number of pages including cover sheet, attachments, and documents: 4

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

PATENT REEL: 013526 FRAME: 0608

ASSIGNMENT AND AGREEMENT

WHEREAS, Aaron Williams (hereafter referred to as "Williams" of 6548 Serengeti Circle, Littleton, Colorado 80214 invented certain new and ornamental improvements in WEAR INDICATOR FOR SPORTS BALLS, for which application for patent was applied for on 17 April, 1998 under Serial No. 09/062,042, formerly Docket No. 3992a.

WHEREAS, Williams now owns the entire right, title and interest therein; and

WHEREAS, Mark Helton (hereafter referred to as "Helton") of 3772 W. Rosedale Ct. Highlands Ranch, CO 80129 has agreed to bear one-half of all costs of prosecution of patent applications, maintenance fees and other legal expenses in connection therewith as well as promotion of said inventions and improvements in exchange for a fifty percent (50%) interest therein and thereto;

NOW, THEREFORE, be it known that for and valuable consideration including the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the said Williams, by these presents does sell, assign and transfer unto the said Helton, his successors, legal representatives and assigns, a fifty percent (50%) undivided interest of the entire right, title and interest in and to the inventions and the aforesaid application, for the territory of the United States of America and for all foreign countries and to all Letters Patents, continuations and reissues, and extensions to be obtained therefor; and Williams further agrees to cooperate with Helton hereunder in the obtaining and sustaining of any and all such Letters Patent.

The said Williams and Helton hereby agree to equally divide expenses of prosecution of patent applications, maintenance fees and other legal expenses in connection therewith as well as promotion of said inventions and improvements and in their discretion, filing, prosecution and maintenance of any and all foreign applications for patent. Further, the said Williams and Helton hereby mutually agree to account to one another for any proceeds received from the licensing or sale of rights to the inventions and aforesaid applications as well as from any product sales; and that neither will sell or license their respective interests to a third party without the prior written consent of the other co-owner.

Either Williams or Helton shall have the right to terminate this Assignment and Agreement by first assigning over its fifty percent (50%) undivided interest to the other party in writing; or the parties may terminate this Assignment and Agreement on terms mutually agreeable to one another.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment and Agreement to Williams and Helton, their successors, legal representatives and assigns, as joint owners of the entire right, title and interest therein.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the 13th day of November, 2002.



Aaron Williams

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

Before me, a Notary Public in and for the said County and State, personally appeared Aaron Williams, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of November, 2002.

My commission expires: Sept 30 2003.



Notary Public



Mark Helton

STATE OF COLORADO)
) ss.
COUNTY OF Douglas)

Before me, a Notary Public in and for the said County and State, personally appeared Mark Helton, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of November, 2002.

My commission expires: Sept 30, 2003.

Linda Miller
Notary Public