

01-24-2003



HEET

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commission

102346435

and original documents or copy thereof.

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

Geopier Foundation Company, L.C.

9-27-02

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

## Name and address of receiving party(ies)

Name: Evert C. Lawton and Nathaniel S. Fox  
Street address: 1351 Knotty Pine Way, Mt. Charleston,  
NV 89124Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Agreement for Interim Operation  
& Liquidation & Dissolution or  
Execution Date: 10/15/1993

sale Geopier Foundation Co., L.C.

## 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) 5,249,892

Attorney Docket No.:

Additional numbers attached? ☐ Yes ☒ No

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

Name: David London, Esq.  
Attention S. MartinCompany: Hogan & Hartson, LLP  
Street Address: 1470 Walnut Street, Suite 200  
City: Boulder State: CO Zip: 80302-5341

## 6. Total number of applications and patents involved: 15

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

☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-1123

(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.*Susan L. Martin  
Name of Person signingSusan L. Martin  
Signature9-26-02  
Date

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

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

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AGREEMENT FOR INTERIM OPERATION AND LIQUIDATION  
AND DISSOLUTION OR SALE OF  
GEOPIER FOUNDATION COMPANY, L.C.

This Agreement entered into this 15<sup>th</sup> day of October, 1993, by and between Nathaniel S. Fox (hereinafter "N.S. Fox") and Ana M. Fox (hereinafter jointly "Fox") and Geopier Foundation Company, L.C. (hereinafter "GFC").

1. Sale of Assets. GFC shall sell all of its operating assets, tangible and intangible, including the patent rights to Geopiers, except cash and receivables (present and future), to Fox for the following consideration:

- A. \$10,000 to be paid by Fox upon the execution of this Agreement.
- B. Cancellation of \$27,500 of debt owed to Fox upon execution of this Agreement.
- C. Assignment by N.S. Fox of 50,000 units of GFC owned by N.S. Fox immediately prior to the final liquidation and dissolution of GFC which shares shall then be canceled, per Paragraph 4 of this Agreement.

From and after the date of the execution of this Agreement, Fox shall have all rights to conduct the business currently carried on by GFC.

2. Interim Operation. Subsequent to this sale of assets, GFC shall commence to wind down its operations during the period of time from execution of this Agreement until October 15, 1994. The Deactivation Period shall be from the time of execution of the Agreement to October 15, 1994. During the time of the Deactivation Period, the following procedures shall be followed:

A. Fox shall provide services necessary to maintain, secure and monitor the six identified higher probability Geopier projects, and any other previously defined Geopier projects as defined in Project Pursuit Lists. Any Geopier projects identified by Engineering and Contract Services, Inc. (ECS), approved by GFC and constructed during the Deactivation Period shall be maintained, secured and monitored by Fox with ECS as licensed Geopier installer, except that the full time quality assurance site function for ECS generated projects shall be a separate cost of ECS other than any part time monitoring by Fox. For both Atlanta generated and ECS generated projects requiring load tests, cost of load tests other than any monitoring by Fox shall be borne by the installation contractor and not by Fox or by GFC.

B. GFC shall receive a payment from the Geopier installation company of 40% of construction costs or a lesser percent, if project costs in relation to fees are high and if approved by N.S. Fox, but not less than 25%. Payment shall be mailed to GFC within three work days of receipt of payment funds by the installation contractor. GFC shall pay to Fox in payment for lease of patent rights from Fox to GFC, and in partial payment of overhead cost absorption, a sum of 25% of that amount received by

GFC within three work days of receipt of funds by GFC. For example if 40% payment is approved, then 10% of construction costs shall be paid to Fox by GFC; if 30% payment is approved, then 7.5% of Construction costs shall be paid to Fox by GFC.

C. For new projects secured by FOX and completed during the Deactivation Period, which are not eligible to provide income to GFC as defined in Paragraph 2A, above, FOX shall pay to GFC a portion of "profits" generated as follows: Profits are defined as income to FOX from two potential sources, that exceed the nominal cost of operating FOX. The nominal cost of operating FOX shall be \$9000 per month, plus any direct project design or QA related costs on contracted projects only. The two sources of income shall be: 1) From the 25% of GFC fees described in Paragraph 2B, above; and 2) From design fees paid to FOX from any projects generated by FOX which are not eligible for GFC reimbursement as described in paragraph 2A, above. FOX shall pay to GFC 50% of all such profits generated during the Deactivation Period, as defined above.

D. Fox shall forego any salary and shall pay the following overhead expenses:

1. Transportation expenses of Fox and Fox employees.
2. Atlanta telephone expenses.
3. Atlanta utilities.
4. Atlanta office supplies including postage.
5. Lease and transportation of equipment from ECS

in accordance with mutually agreed upon (by ECS and GFC) lease fees.

6. Office rent in Atlanta.
7. Accounting services in Atlanta.
8. Salaries of Fox and Fox employees

but the following overhead expenses will not be paid by Fox:

1. Telephone expenses in Iowa.
2. Utilities, office rent, accounting, salaries etc. from Iowa, Utah, and/or ECS.
3. Any expenses accrued by any GFC or ECS member/employee and not approved in writing by Fox, other than items on the approved list.
4. Past expenses or any obligation accrued by GFC prior to the effective date of this Agreement.
5. Office supplies, postage, and similar expenses, emanating from Iowa and/or ECS outside of those contracted by Fox.

E. Fox shall acquire necessary liability insurance coverage and FOX shall hold GFC harmless from liabilities and claims arising out of approved Geopier projects in which GFC has an interest.

F. N.S. Fox and E.C. Lawton shall remain managers of GFC. Any checks issued or other manager decisions will be approved by both managers. In the event that approval is not given by both managers, either manager may call for a telephonic meeting of the members and a majority vote of the members shall resolve the question.

G. Payments from GFC funds shall be prioritized and paid according to the prioritization with existing debts and payables to third parties being paid first. Amounts due Fox and the Earthwater Corporation shall be placed near the bottom of the present list of payables and shall be paid in whole

or in part as soon as funds are available but in all events before liquidating distributions are made to the members.

3. Sale to Third Party. During the Deactivation Period, the Members of GFC by majority vote may determine to repurchase the operating assets for the purpose of selling all or a significant portion of the assets of GFC to a third party, or to accept a major outside investor and reactivate the business operations of GFC. In either such event,

A. Fox shall be repaid for any amounts paid to GFC, advanced for GFC and incurred costs including salary for N.S. Fox and Fox employees.

B. The amounts due Fox which were given a low priority for payment under paragraph 2(F) of this Agreement shall be re-prioritized and be paid immediately after federal taxes and accrued salaries and expenses or former GFC employees and consultants.

4. Liquidation and Dissolution. At the termination of the Deactivation Period, to the extent any of the obligations of GFC remain unpaid, all such obligations shall be paid prior to any liquidating distributions to the Members. Prior to final distributions, 50,000 units of GFC owned by N.S. Fox shall be canceled and any amounts remaining shall be distributed to Members in proportion to the number of shares each holds then outstanding, provided, any income tax benefits of such 50,000 units shall remain with N.S. Fox and provided further, that in the event the Members' final distributions are less than 50% of their initial investment,

IN WITNESS WHEREOF, the parties have executed this Agreement.

Approved GFC:

Richard L. Hamby  
Byron G. Marks  
Gary Allen  
Evert C. Lawton  
Nathan B. [unclear]

Not Approved GFC:

\_\_\_\_\_  
\_\_\_\_\_  
Henry D. Felker  
\_\_\_\_\_  
\_\_\_\_\_

Approved FOX:

Nathan B. [unclear]  
[unclear]