

07-25-2003

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COVER SHEET

ONLY

Attorney Docket Number
11055-003

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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Richard T. Oesterreicher and Craig Murphy

7/18-03

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

3. Nature of conveyance:

☒ Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: July 10, 2003 and July 2, 2003 respectively

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

Name: Midstream Technologies, Inc.Address: 777 108th Avenue NE, Suite 100
Bellevue, Washington 98004-5190

Country (if other than USA):

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) 10/406,108

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

PENNIE & EDMONDS LLP
1155 Avenue of the Americas
New York, New York 10036-2711

6. Number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40
Please charge to the deposit account listed in Section 8.

8. Deposit account number:

16-1150

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.

Henry C. Lebowitz

36,196

Name of Person Signing

Reg. No.

Signature

Date

7/18/03

Total number of pages including cover sheet:

3

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PATENT
REEL: 014300 FRAME: 0233

ASSIGNMENT

WHEREAS, WE, RICHARD T. OESTERREICHER AND CRAIG MURPHY, ASSIGNORS, citizens of the United States, residing at 3871 Midshore Drive, Naples, Florida 34109 and 7614 130th Avenue NE, Kirkland, Washington 98033, respectively, are the inventors of the invention in **Upgrading Digital Media Servers** for which we have executed an application for a Patent of the United States, which was filed on April 2, 2003, Application No. 10/406,108, and which is identified by Pennie & Edmonds LLP docket no. 11055-003

and WHEREAS, MIDSTREAM TECHNOLOGIES, INC., organized and existing under the laws of the state of Washington, and having an office for the transaction of business at 777 108th Avenue NE, Suite 1700, Bellevue, Washington 98004-5140, ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date _____, 2003 _____ L.S.

Richard T. Oesterreicher

State of _____)
) SS.:
County of _____)

On _____, 2003, before me, _____, Notary Public, personally appeared **Richard T. Oesterreicher**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

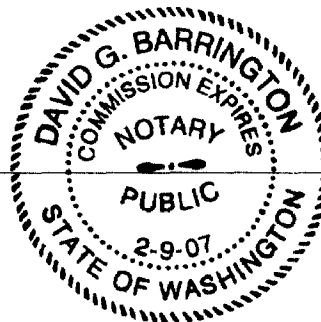
Date July 2, 2003 _____ L.S.

Craig Murphy

State of Washington)
) SS.:
County of King)

On July 2, 2003, before me, David G. Barrington, Notary Public, personally appeared **Craig Murphy**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



ASSIGNMENT

WHEREAS, WE, RICHARD T. OESTERREICHER AND CRAIG MURPHY, ASSIGNORS, citizens of the United States, residing at 3871 Midshore Drive, Naples, Florida 34109 and 7614 130th Avenue NE, Kirkland, Washington 98033, respectively, are the inventors of the invention in **Upgrading Digital Media Servers** for which we have executed an application for a Patent of the United States, which was filed on April 2, 2003, Application No. 10/406,108, and which is identified by Pennie & Edmonds LLP docket no. 11055-003

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AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

Date 07/10/2003, 2003


Richard T. Oesterreicher

L.S.

State of FLORIDA)
) SS.:
County of COLLIER)

On 07-10-2003, 2003, before me, JOHN W. SCHARLACKEN Notary Public, personally appeared **Richard T. Oesterreicher**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



John W. Scharlacken
My Commission DD198684
Expires March 31, 2007

Date _____, 2003

Craig Murphy

L.S.

State of _____)
) SS.:
County of _____)

On _____, 2003, before me, _____ Notary Public, personally appeared **Craig Murphy**, personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal