


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): David L. Puckett Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Wen-D Enterprises, LLC</u> Internal Address: _____ Street Address: <u>P.O. Box 771847</u> City: <u>Steamboat Sprin</u> State: <u>CO</u> Zip: <u>80477</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>2/15/04</u>		
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) <u>29/188,430</u> B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Chad C. Soliz</u> Internal Address: _____ Street Address: <u>Law Office of Chad C. Soliz</u> <u>1401 South Taft Avenue, Suite 202</u> City: <u>Loveland</u> State: <u>CO</u> Zip: <u>80537</u>	6. Total number of applications and patents involved: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 2 7. Total fee (37 CFR 3.41).....\$ <u>40</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
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9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> Chad C. Soliz _____ Name of Person Signing </div> <div style="width: 30%; text-align: center;">  _____ Signature </div> <div style="width: 30%; text-align: right;"> February 16, 2004 _____ Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 6 </div>		

OP \$40.00 29188430

Mail documents to be recorded with required cover sheet information to:
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Express Mail No: EV379722646US

Attorney Docket: 10102.001

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the Application of: David L. Puckett
Serial Number: 29/188,430
Filed: August 18 2003
For: Hand Scraper and Brush
Assignee: Wen-D Enterprises, LLC

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the execution date between and among the following parties, each with the following designated address:

- David L. Puckett – 191 Maple Street, Hayden, CO, 81639, USA; and

-(individually and collectively the “Assignor” or “Assignors”) and Wen-D Enterprises, having its principal office mailing address at P.O. Box 771847, Steamboat Springs, CO, 80477, USA (the “Assignee”).

WHEREAS, the Assignor has contributed in conceiving or developing technology and design relating to: Hand Scraper and Brush, including, but not limited to, the technology and design described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those developments or improvements which are related to the subject matter of such technology and design, and improvements related to such technology and design which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the “Invention”);

WHEREAS, the Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, the Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. The Assignor warrants that:
 - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
 - b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent the Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
 - d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.
2. The Assignor hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, and any development or improvement of the Invention, including, but not limited to:
 - a. all worldwide rights to make, use, sell, offer for sale, and import the Invention;
 - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, any applications for United States or foreign patents claiming priority to any extent based upon the Invention or the above-identified application, all rights to make a claim for any priority based upon the Invention or the above-identified application, and to any division, substitution, continuation, continuation-in-part, or national phase of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
 - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, continuation-in-part, or national phase of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
 - d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. The Assignor covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, the Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever in and to the Invention and any development or improvement of the Invention, apart from any previous conveyance to the Assignee. The Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. The Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any developments or improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, national phase, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. The Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, the Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents

relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

6. The Assignor further covenants and agrees that he will sign all lawful papers, consents, additional assignments, summaries or other documents requested by the Assignee. The Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of the Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. The Assignor grants the firm of Law Office of Chad C. Soliz, LLC, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

9. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.

SIGNATURES:

David L. Puckett
David L. Puckett

Date of Assignment Signature: 2/15/04

UNITED STATES OF AMERICA)
STATE OF _____)
COUNTY OF _____)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of _____, State of _____, United States of America, by _____, this ___ day of _____, in the year 2004. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of _____.

Notary Public
My Commission Expires: _____