

09-24-2003

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of

102556880

ie attached original documents or copy thereof.

1. Name of conveying party(ies):

Edward G. Wiebe

9-22-03

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

3. Nature of conveyance:

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

Execution Date: 9/10/03

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

Name: Edward G. Wiebe Revocable
Living Trust

Internal Address: _____

Street Address: 8155 E. Roosevelt St.
Ste. 108

City: Scottsdale State: AZ ZIP: 85257

Additional name(s) & address(es) attached? ☐ Yes ☒ NoRECEIVED
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OPR/FINANCE

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)

6,591,531 issued 7/25/03

Additional numbers attached? ☐ Yes ☒ No

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

Name: LaValle D. Ptak

Internal Address: Law Office of LaValle Ptak

Street Address: 28435 N. 42nd Street

City: Cave Creek State: AZ ZIP: 85331

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)

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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.

LaValle D. Ptak

Name of Person Signing

Signature

Date

9/10/03


Total number of pages comprising cover sheet:

13

ASSIGNMENT

~~In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable~~
consideration, the receipt and sufficiency of which is hereby acknowledged, I, Edward G. Wiebe, as
Patent Holder, hereby assign, transfer and convey all of my right, title and interest in and to that
certain United States Patent No. 6,591,531, issued on July 15, 2003, to Edward G. Wiebe, as
Trustee of EDWARD G. WIEBE REVOCABLE LIVING TRUST, originally established
November 6, 1998, as completely amended and restated on September 10, 2003, and any successor
trustees.

Dated this 10th day of September, 2003.


Edward G. Wiebe

COPY

COPY

CERTIFICATE OF TRUST EXISTENCE

AND TRUSTEE'S AUTHORITY

TO WHOM IT MAY CONCERN:

Edward G. Wiebe, as the "Trustor," and Edward G. Wiebe, as "Trustee," hereby certifies that:

(1) On November 6, 1998, Edward G. Wiebe executed a trust agreement establishing an inter vivos revocable trust (the "Original Trust") and designated Edward G. Wiebe to serve as Trustee, who accepted that appointment by executing the Trust Agreement as such Trustee.

(2) Pursuant to Article IV, Section 4.01 of the Original Trust, Edward G. Wiebe, as Trustor, reserved the right to revoke in whole or in part and amend the Original Trust from time to time by written instrument signed and delivered to the Trustee.

(3) On September 10, 2003, the Trustor executed a new trust agreement establishing an inter vivos revocable trust with the intention of completely amending and restating the Original Trust by substitution in lieu thereof (the "Restated Trust") and designated Edward G. Wiebe to serve as Trustee, who accepted that appointment by executing the Restated Trust Agreement as such Trustee.

(4) The Restated Trust is valid and in existence as of the date of this Certificate.

(5) Attached as Exhibit "A" is a true and correct copy of certain provisions of the Restated Trust Agreement and may be relied upon by third parties as a full statement of the matters covered by such provisions by anyone dealing with the Trustee.

(6) Reproductions of this executed original Certificate of Trust Existence and the Trustee's Authority (with reproduced signatures) shall be deemed to be original counterparts of this Certificate.

DATED this 10th day of September, 2003.

TRUSTOR:

TRUSTEE:

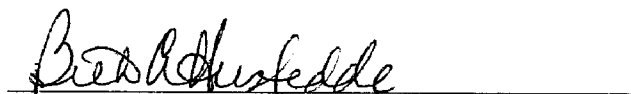

EDWARD G. WIEBE


EDWARD G. WIEBE

STATE OF ARIZONA)
) ss.
County of Maricopa)

The undersigned Notary Public hereby certifies that Edward G. Wiebe known (or satisfactorily proven) to the undersigned to be the person named in and who executed the foregoing Certificate of Trust Existence and Trustee's Authority as Trustor and as Trustee appeared before the undersigned this day in person and acknowledged that he executed such Certificate as his free and voluntary act, for the uses and purposes therein stated.

GIVEN UNDER my hand and official seal, this 10th day of September, 2003.


Notary Public

My Commission Expires:



DECLARATION OF TRUST OF


EDWARD G. WIEBE

On November 6, 1998, Edward G. Wiebe, as Trustor, and Edward G. Wiebe, as Trustee, executed a Trust Agreement, wherein the Trustor reserved the right from time to time to revoke or amend the Agreement in whole or in part by written instrument delivered to the Trustee.


The Trustor now amends the Trust Agreement by revoking the Trust Agreement in its entirety, and by substituting in lieu thereof the Declaration of Trust attached hereto, which he has executed simultaneously herewith as Trustor and accepted as Trustee.

DATED this 10th day of September, 2003.

TRUSTOR:


EDWARD G. WIEBE

ACCEPTED BY THE TRUSTEE:


EDWARD G. WIEBE

DECLARATION OF TRUST

EDWARD G. WIEBE

The undersigned Trustor, Edward G. Wiebe, a single man, of Scottsdale, Arizona, hereby makes this Declaration of Trust which shall be known as the EDWARD G. WIEBE REVOCABLE LIVING TRUST and which shall completely amend and restate that certain Trust originally dated November 6, 1998. By acceptance of this instrument, the Trustee hereinafter named agrees to administer the trust created by this instrument according to its terms.

ARTICLE ONE

Definitions

The following capitalized terms shall have the meaning set forth in this Article:

"Agreement" or "Trust Agreement" means this Declaration of Trust Agreement, and any subsequent amendments.

"Children" means Jean L. Waight, Julie R. Edwards, and Rosemay W. Reed, who are the Trustor's adult children. "Child" means the Children, individually.

"Descendants" means lawful, lineal descendants of all degrees. Any descendant who is an adoptee must be a minor at the time of adoption.

"*Per Stirpes*" means the division of property into as many equal shares as there are surviving children of the designated ancestor and deceased children who left surviving descendants, so that each surviving child is allocated one share, and the share of each deceased child with surviving descendants is divided in the same manner, with subdivision repeating at each succeeding generation until the property is fully allocated among surviving descendants.

"Trustee" means the person acting as trustee under the terms of Article Ten of this instrument. The term "Trustee" includes any successor Trustee.

"Trustor" means Edward G. Wiebe.

"Will" means an instrument admitted to probate in any jurisdiction as the last will and testament (or equivalent) of a deceased person.

The Trustor intentionally makes no provision for his former wife, Rose M. Hunsaker Wiebe, or any of her ascendants or descendants, under this Trust Agreement or under Trustor's Last Will and Testament, of even date.

ARTICLE TEN
Trustee Provisions

Section 1: The Trustor, Edward G. Wiebe, shall act as Trustee under this instrument. Upon the death, incapacity, or resignation of the Trustor as Trustee, Jean L. Waight, shall act as successor Trustee. Upon the death, incapacity or resignation of Jean L. Waight as Trustee, then Julie R. Edwards, shall act as successor Trustee. Upon the death, incapacity or resignation of Julie R. Edwards as Trustee, then Rosemary W. Reed, shall act as successor Trustee.

The Trustor has engaged NEARHOOD LAW OFFICES, PLC to serve as trust counsel, and he recommends that any successor Trustee continue that relationship throughout the administration of the Trust.

Section 2:

(a) Any Trustee may resign at any time by giving sixty days written notice to the successor Trustee, if any, and each beneficiary then entitled to receive or have the benefit of the income from the trust. If a corporate Trustee is appointed to act as Trustee, a majority of the persons entitled to such notice, with the approval of the individual Trustee, if any, may remove a corporate Trustee upon giving sixty days' written notice to such corporate Trustee, fill any vacancy caused by the resignation or removal of a corporate Trustee, and, without liability to themselves, approve the accounts of and release any Trustee ceasing to act for any reason. Such approval and release shall be binding upon all persons with the same effect as though such accounts were approved by a court of competent jurisdiction, but shall not enlarge or shift the beneficial interest of any beneficiary. Each successor Trustee appointed to fill a vacancy caused by the resignation or removal of a corporate Trustee shall be another bank or trust company, organized under the laws of the United States or any state thereof and qualified to accept trusts.

(b) In case of the resignation, refusal, or inability to act of any Trustee acting or appointed to act hereunder, the Trustees shall succeed in the order provided in Section 1 above; unless there is no remaining Trustee so appointed, in which case the beneficiary or a majority in interest of the beneficiaries then entitled to receive or have the benefit of the income from the trust shall appoint a successor Trustee, but no beneficiary or person legally obligated to a beneficiary shall be a successor Trustee. Every successor Trustee shall have all the powers given the originally named Trustee. No successor Trustee shall be personally liable for any act or omission of any predecessor, nor shall any successor Trustee have any duty or responsibility to audit or review the actions or accounting of its predecessor Trustee, each successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure of any such predecessor.

(c) The parent, guardian, or conservator of a beneficiary under disability shall receive notice and have authority to act for the beneficiary under this section.

Section 3: Except as otherwise provided in this instrument, the Trustee shall have the following administrative and investment powers, and any others granted by law, with respect to

each trust created by this instrument, to be exercised without order of any court as the Trustee determines to be in the best interests of the beneficiaries:

(a) To invest in and retain any property as provided by the applicable laws relating to investments by Trustees in force from time to time.

(b) To sell any property, for cash or on credit, at public or private sale; to exchange any property for other property; and to grant options to purchase.

(c) To borrow money from any lender, and, except as otherwise provided herein, to mortgage any property even though the obligation incurred may extend beyond the termination of any trust.

(d) To vote any corporate stock, either in person or by proxy, with or without power of substitution, except that if the possession of the power as to any security would adversely affect the issuing company or the Trustee's ability to retain or vote such security, the Trustee shall vote such security as directed by the income beneficiary or beneficiaries of the trust in which such security is held.

(e) To unite with owners of other securities in carrying out any plan for the reorganization of any corporation, and to deposit securities in accordance with any such plan.

(f) To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship.

(g) To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance.

(h) To determine in a fair and equitable manner, in cases not covered by statute in force at the time of the determination, how receipts and disbursements shall be credited or charged between income and principal; and to set aside reasonable reserves for depreciation and depletion.

(i) To collect, pay, contest, compromise or abandon claims of any kind, and to execute instruments containing covenants and warranties creating a charge against any assets held by, and excluding any personal liability, of the Trustee.

(j) To make payments, distribution and divisions of property in cash or in kind on the basis of fair market value at the time of payment, distribution or division; in so doing, to allot undivided interests in property and to allocate different kinds of disproportionate shares of property or interests therein; to make these and other elections, including elections which the Trustee may make under the tax laws, as the Trustee deems proper without adjustment between principal and income.

(k) To deal with, sell assets to, or make loans to the trustee under any Irrevocable Insurance Trust created by the Trustor, though the Trustee hereunder is the Trustee under that Trust.

(l) To terminate any trust under this instrument having a value of less than Five Thousand Dollars and distribute the trust to the Trustor, or if the Trustor is then deceased, to the income beneficiary, or if there is more than one, to the income beneficiaries in equal shares.

(m) Despite any withholding provisions to the contrary, to make distributions upon termination of any trust pursuant to subparagraph (l) above: (i) outright to the beneficiary or to the guardian or conservator of any beneficiary, to his or her parents or surviving parent or other person standing in loco parentis, or to a custodian for said beneficiary under any Uniform Transfers to Minors Act; and (ii) at any time to accept from any such person receipts, releases and acceptances of accounts which shall be binding upon the beneficiary without the approval of any court, but which shall not enlarge or shift the beneficial interest of any individual beneficiary.

(n) To make joint investments for any two or more trusts hereunder.

(o) To consolidate into a single trust any trust arising under this instrument with any other trust, arising under this or any other instrument, which has the same provisions, beneficiaries and Trustee.

(p) To pay all reasonable expenses of administration, including reasonable compensation to the Trustee and to the persons employed by the Trustee, including agents, auditors, accountants and attorneys.

(q) To enter into any transaction authorized by this Article with fiduciaries of trust or estate in which any beneficiary hereunder has an interest, even though such fiduciary is also a Trustee hereunder.

(r) To transfer the situs of the trust estate to some other place; and in so doing, to resign and appoint a substitute Trustee who may delegate any or all Trustee powers to the appointing Trustee as agent, and to remove any substitute Trustee appointed pursuant to this paragraph at any time and appoint another, including the original Trustee.

(s) To reduce the interest rate on any mortgage; to consent to the modification or release of any guaranty of a mortgage; to continue mortgages upon and after maturity with or without renewal or extension; and to foreclose any mortgage and to purchase the mortgaged property or acquire it by deed from the mortgagor without foreclosure.

(t) With respect to real estate: To make leases and to grant options to lease for terms of any length, even though the terms may extend beyond the termination of any trust; to grant or release easements and other interests; to enter into party wall agreements; to develop and subdivide; to dedicate parks, streets and alleys; to vacate any subdivision or alley; to construct, repair, alter, remodel, demolish or abandon improvements; and to take any other action reasonably necessary for the preservation of the property or the income therefrom.

(u) With respect to real and tangible personal property not located in the state of administration: If the Trustee is unable to act, to appoint an individual or another corporation as Trustee who (i) shall have all of the powers of the appointing Trustee, to be exercised, however, only with the approval of the appointing Trustee, (ii) shall not, unless required by law, make periodic judicial accounting, but shall furnish the appointing Trustee with semi-annual statements, and (iii) may delegate any or all trust powers, to the appointing Trustee; to require any Trustee so appointed to remit to the appointing Trustee the income and net proceeds of any sale of any property; and to remove any Trustee appointed pursuant to this paragraph at any time and to appoint another, including the appointing Trustee.

(v) To acquire, maintain and terminate policies of insurance (including life, health or disability) on the life of the Trustor, or any Child or Descendant.

Section 4: The foregoing powers may be exercised for a reasonable period after the termination of any trust.

Section 5: The Trustee shall render an account of its receipts and disbursements and a statement of assets at least annually to each adult beneficiary then entitled to receive or have the benefit of the income from the trust. The Trustee shall be reimbursed for all reasonable expenses incurred in the management and protection of the trust. Any natural person serving as Trustee shall be entitled to payment of a reasonable fee to manage the trust estate. Any corporate Trustee shall receive compensation for its services in accordance with its schedule of fees in effect from time to time. After the trust estate is divided into shares for the beneficiaries, such fee shall be paid proportionally from each beneficiary's share of the trust estate then managed by the Trustee in accordance with the value of the assets in each share under management.

Section 6:

(a) To enable any trust created under this instrument to be either completely exempt or nonexempt from generation-skipping tax, or for any other reason, the Trustee may divide a trust into two or more separate trusts and may hold an addition to a trust as a separate trust. The rights of beneficiaries shall be determined as if the trusts were aggregated, but the Trustee may pay principal to beneficiaries and taxing authorities disproportionately from the trusts. The Trustee shall not be liable for deciding in its discretion to exercise or not exercise these powers.

(b) Upon division or distribution of an exempt trust and a nonexempt trust held hereunder, the Trustee may allocate property from the exempt trust first to a share from which a generation-skipping transfer is more likely to occur.

(c) If the Trustee considers that any distribution from a trust hereunder other than pursuant to a power to withdraw or appoint is a taxable distribution subject to a generation-skipping tax payable by the distributee, the Trustee shall augment the distribution by an amount which the Trustee estimates to be sufficient to pay the tax and shall charge the same against the trust to which the tax relates.

(d) If the Trustee considers that any termination of an interest in trust property hereunder is a taxable termination subject to a generation-skipping tax, the Trustee shall pay the tax from the portion of the trust property to which the tax relates, without adjustment of the relative interests of the beneficiaries.

Section 7: No person paying money or delivering any property to the Trustee need see to its application, and no person dealing with the Trustee shall be obligated to inquire into the terms of this instrument or the necessity or expediency of any act of the Trustee.

Section 8: No bond or security shall be required by any Trustee in any jurisdiction for any purpose.

ARTICLE ELEVEN

Additional Trustee Provisions

Section 1:

(a) The Trustee may employ attorneys and such other persons including auditors, investment advisors or agents even if such persons are affiliated or associated with the Trustee to advise or assist the Trustee in the performance of administrative duties, to act without independent investigation on their recommendations and, instead of acting personally, to employ one or more agents to perform any act of administration, whether or not discretionary.

(b) The fees, compensation and expenses of such attorneys and such other persons, including those persons who are affiliates of the Trustee shall be, unless already included in the compensation of the Trustee as set out in its prevailing schedule of fees, in addition to the compensation of the Trustee and shall be an expense of the trust.

(c) The services including discretionary services which may be performed by affiliates of the Trustee may include but not be limited to:

(i) The retained affiliate may manage the investment of trust assets or advise on the investment of such assets directly or through the retention of investment managers who may also be affiliates of the Trustee.

(ii) The retained affiliate may be custodian of all or part of the trust assets.

(iii) The retained affiliate may execute or effect transactions for the trust and provide such other services to the trust as are normally provided by a broker dealer.

Section 2: In addition to investments otherwise authorized by this trust the Trustee and any investment advisors retained by the Trustee are authorized to invest in the following investments:

(a) Registered investment companies which are offered, managed or to which services are provided by affiliates of the Trustee.

(b) Securities, instruments of deposit, insurance contracts or policies, or other property distributed, underwritten or issued by an affiliate of the Trustee, or sold as an agent by an affiliate of the Trustee.

(c) To the extent that the trust is invested in securities issued by an affiliate of the Trustee, and such securities have voting rights, the voting of such securities shall be directed to the co-trustee, if applicable, or otherwise by the individual who, pursuant to the terms of the trust, has the authority to direct the purchase or retention of such securities.

(d) Pursuant to any of the above investments the affiliate will be compensated (directly or indirectly) as it would be in comparable transactions in which an affiliate is not involved and such compensation shall be in addition to the compensation of the Trustee under this trust.

Section 3:

(a) In the event the Trustor desires to transfer any real property to the Trustee, the Trustor shall certify to the Trustee that (i) such real property does not and will not contain dangerous, toxic or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Legal Requirements (defined below) and including without limitation, urea-formaldehyde, polychlorinated biphenyls, materials containing or contaminated with polychlorinated biphenyls, asbestos, asbestos containing materials, radon gas, radioactive materials and petroleum, including without limitation, crude oil and fraction thereof ("Hazardous Substances") and (ii) such real property and all operations thereon are in material compliance with applicable statutes, regulations, rules, ordinances and similar requirements of any governmental authority, agency or unit relating to the environment or Hazardous Substances ("Legal Requirements") and do not give rise to any obligation to Remediate (defined below) any Hazardous Substances on such property or elsewhere. If the real property does contain Hazardous Substances or if the real property or operations thereon are not in material compliance with applicable Legal Requirements or give rise to an obligation to Remediate Hazardous Substances, prior to any transfer to the Trustee, the Trustor shall, in accordance with all applicable Legal Requirements, with such assurances as shall be required by the Trustee, and at the Trustor's sole cost and expense, remove, contain, remediate or abate ("Remediate") all Hazardous Substances to the extent required by all applicable Legal Requirements, and otherwise bring the real property and operations thereon into compliance with all applicable Legal Requirements.

(b) If at any time after the real property has been transferred to the Trustee, any Hazardous Substances are required to be Remediated by any applicable Legal Requirements or to otherwise preserve the value of the real property, as the Trustee in its sole discretion shall determine, all costs and expenses, including any penalties, damages and attorneys' and consultants fees ("Damages") resulting from the existence or alleged existence or exposure to Hazardous Substances, shall be charged against the trust estate. Notwithstanding the above, the Trustee need

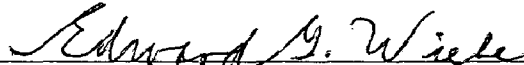
not Remediate any Hazardous Substances which may tend to involve it in any expense or liability, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it by the security afforded to it by the terms of this Trust Agreement.

(c) The Trustee shall not have individual liability for any loss, depreciation in the value of any real property, or any Damages resulting from the actual or alleged presence or release of Hazardous Substances on or under such property, or generated by operations thereon. The Trustor agrees to defend, indemnify and hold harmless the Trustee from and against all such Damages or depreciation in value to the extent such cannot be satisfied by the assets of the trust estate.

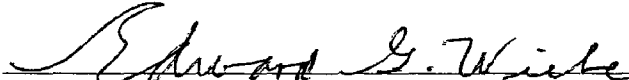
(d) The Trustee shall not be liable for any action taken or omitted to be taken by it in good faith with respect to Hazardous Substances and shall not be liable for any error of judgment made in good faith unless it shall be proved the Trustee was grossly negligent in ascertaining the pertinent facts. The Trustee may consult with counsel and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered hereunder in good faith in accordance with such advise or opinion.

This Declaration of Trust was signed by the Trustor, and accepted by the Trustee, on the 10th day of September, 2003.

TRUSTOR:


EDWARD G. WIEBE

ACCEPTED BY THE TRUSTEE:


EDWARD G. WIEBE

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