

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): <u>Jeff Pimpl</u>		2. Name and address of receiving party(ies) Name: <u>Rena Wells</u> Internal Address: _____ _____ _____ Street Address: <u>8900 Little Creek Rd</u> _____ City: <u>Reno</u> State: <u>NV</u> Zip: <u>89506</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) 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>4-19-04</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) _____ B. Patent No.(s) <u>6,062,172</u> <u>5,779,617</u> <u>5,851,111</u> 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>Rena Wells</u> Internal Address: _____ _____ Street Address: <u>8900 Little Creek Rd</u> _____ City: <u>Reno</u> State: <u>NV</u> Zip: <u>89506</u>		6. Total number of applications and patents involved: <u>3</u> 7. Total fee (37 CFR 3.41).....\$ <u>120<sup>00</sup></u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____			
DO NOT USE THIS SPACE					
9. Signature. <u>Rena Wells</u> <u>Rena Wells</u> <u>5-21-04</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and documents: <u>8</u> Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231					

OP \$120.00 6062172

**PATENT ASSIGNMENT AGREEMENT**

THIS Agreement between Rena Wells, an individual residing at 8900 Little Creek Road, Reno, NV 89506 (hereinafter, "ASSIGNEE"), and Jeff Pimpl, an individual residing at 15800 Dry Valley Rd., Reno, NV 89506 (hereinafter "ASSIGNOR"), (the preceding may be referred to individually as a "Party" and jointly as the "Parties") in which the Parties agree as follows.

**RECITALS**

WHEREAS, Rena Wells was formerly married to Jeff Pimpl and was known as Rena Pimpl. During the marriage, Rena Pimpl acquired an interest in the Subject Patents (defined below). Jeff Pimpl and Rena Pimpl filed for divorce on April 28, 2000. In a divorce decree entered August 29, 2002, the court issuing the divorce decree awarded Jeff Pimpl an undivided one-half interest in the Subject Patents;

WHEREAS, Rena Wells wishes to obtain all right, title, and interest in the Subject Patents held by Jeff Pimpl; and

WHEREAS, Jeff Pimpl wishes to assign all of his right, title, and interest in the Subject Patents to Rena Wells.

WHEREAS, the Parties entered into a stipulation filed as a Stipulation to Amend Decree in April 2004 (hereinafter, the "Amended Decree Stipulation", attached as Exhibit A), to distribute certain assets, including rights in the Subject Patents, and wish to carry out the terms of Amended Decree.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I**



**DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

1.1 "Subject Patents" shall mean U.S. Patents 6,062,172, 5,779,617, and 5,851,111.

1.2 "Patent Rights" shall mean the entire right, title, and interest held by ASSIGNOR in the Subject Patents.

1.3 "Effective Date" shall mean the date of signature of the last of the Party to sign this Agreement.

  
RW        
JP

**PATENT ASSIGNMENT AGREEMENT**

Rena Wells

Jeff Pimpl

1.4 "ASSIGNOR" as used herein with respect to an obligation provided by the terms of this Agreement shall mean and include Jeff Pimpl, his successors and assigns, his designated representatives, or his estate and the personal representatives or trustees thereof, whichever is appropriate at the time obligation matures.

**ARTICLE II****GRANT**

2.1 ASSIGNOR hereby grants and assigns to ASSIGNEE all right, title and interest held by ASSIGNOR in and to the Patent Rights and all other rights relating to the Subject Patents and the invention disclosed and claimed therein, including, but not limited to, copyrights, trademarks, and contract rights.


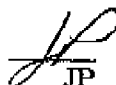
2.2 Pursuant to the terms of this Agreement, ASSIGNOR further agrees to grant ASSIGNEE any right, title and interest to the Subject Patents acquired subsequent to the date of this Agreement.

**ARTICLE III****CONSIDERATION**

3.1 In consideration for, and satisfaction of, the rights granted herein, ASSIGNEE will pay to ASSIGNOR the sum of one dollar (\$1.00) on the Effective Date of this Agreement. Other consideration between the Parties regarding the Subject Patents is recited in the Amended Decree Stipulation and Amended Decree.

**ARTICLE IV****WARRANTY**

4.1 ASSIGNOR covenants, represent, and warrant that he has the right to enter this Agreement and is not a party to any existing assignments, grants, licenses, encumbrances, obligations, contracts, or agreements, written or oral, inconsistent with this Agreement.

  
RW        
JP

## PATENT ASSIGNMENT AGREEMENT

Rena Wells


Jeff Pimpl

4.2 ASSIGNOR further covenants and agrees that he will, at any time, upon request, execute any and all rightful documents that may be necessary or desirable in the opinion of counsel for ASSIGNEE to perfect in ASSIGNEE the complete legal and equitable title to all of the Patent Rights, including the documents attached as Exhibit B, and to enable ASSIGNEE to obtain and sustain good and valid Letters Patent thereon in the United States of America and in all foreign countries throughout the world; and that if a reissue of any such Letters Patent or a disclaimer relating thereto shall hereafter be desired by ASSIGNEE, ASSIGNOR will, upon request, sign all papers, make all rightful oaths, do all lawful acts requisite for the application of such reissue and the securing thereof and for the filing of such disclaimer without further compensation but at the expense of ASSIGNEE. The preceding obligation of ASSIGNOR shall survive termination of this Agreement to the extent necessary to permit its complete fulfillment or discharge

## ARTICLE V

## GENERAL PROVISIONS

- 5.1 The failure of either Party to require the performance of any term of this Agreement or the waiver by either Party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
- 5.2 All obligations under this Agreement shall be subject to impossibility of performance as a consequence of any strike, lock-out, fire, destruction, acts of God, restrictions of any governmental authority, civil commotion, unavoidable casualty or other cause beyond the control of either party.
- 5.3 If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.
- 5.4 Section headings used herein are for convenience of reference use only and are not to affect the construction of, or to be taken into consideration in interpreting this Agreement. The Recitals are incorporated herein by this reference.
- 5.5 In case of any mistake in this Agreement, including any error, ambiguity, illegality, contradiction, or omission, this Agreement shall be interpreted as if such mistake were rectified in a manner that implements the intent of the Parties as nearly as possible and effects substantial fairness, considering all pertinent circumstances.


  
RW  
JP

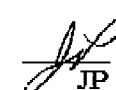
## PATENT ASSIGNMENT AGREEMENT

Rena Wells

Jeff Pimpl

- 5.6 Neither Party to this Agreement shall commit any act or take any action that frustrates or hampers the rights of the other Party under this Agreement. Each Party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.
- 5.7 Any controversy or claim, whether based on contract, tort or other legal theory (including, but not limited to, any claim of fraud or misrepresentation), arising out of or related to this Agreement will be resolved by arbitration pursuant to this Paragraph and the then current rules and supervision of the American Arbitration Association. The duty to arbitrate will extend to any officer, employee, agent, or subsidiary making or defending any claim, which would otherwise be arbitratable hereunder. The place of arbitration shall be Reno, Nevada. Issues of arbitrability will be determined in accordance with the federal substantive and procedural laws relating to arbitration; all other aspects will be interpreted in accordance with the laws of the State of Nevada without regard to conflict of law provisions. The arbitrator's decision and award will be final and binding and may be entered in any court having jurisdiction thereof. The arbitrator will not have the power to award punitive or exemplary damages. Each Party will bear its own attorney's fees associated with the arbitration and other costs and expenses of the arbitration will be borne as provided by the rules of the American Arbitration Association. If court proceedings to stay litigation or compel arbitration are necessary, the Party who unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party.
- 5.8 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada, without regard to conflict of law provisions. The Parties consent to the jurisdiction of such courts, consent to venue in such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available for any action brought under this Agreement.
- 5.9 The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part or specific provision of this Agreement.
- 5.10 This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, and permitted successors and assigns of the Parties.

  
RW

  
JP

## PATENT ASSIGNMENT AGREEMENT

Rena Wells

Jeff Pimpl

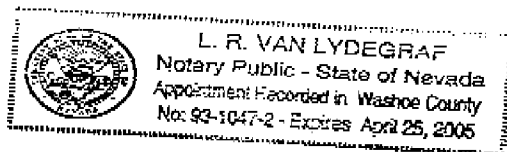
- 5.11 This Agreement shall be confidential and ASSIGNOR shall not disclose this Agreement or communications regarding this Agreement to others without the prior written consent of ASSIGNEE.
- 5.12 This Agreement contains the entire Agreement between the Parties with respect to the subject matter of this Agreement and all prior understandings and agreements, if any, between the Parties are merged into the superseded by this Agreement. This Agreement may not be altered except in writing signed by duly authorized officers of both Parties. The Parties acknowledge that this Agreement is executed to carry out the Amended Decree and that this Agreement shall control any inconsistent terms.
- 5.13 The Parties and their attorneys have reviewed this Agreement and in the event of a dispute, the Agreement shall be deemed to have been drafted by both Parties and construction of the Agreement shall not be construed against either Party as its author.
- 5.14 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement.
- 5.15 Nothing herein shall be deemed to create an agency, joint venture or partnership relation between the parties hereto.
- 5.16 Each party hereto agrees to execute, acknowledge and deliver all such further instruments, and to do all such further acts, as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates indicated.

Rena Wells  
Rena Wells

On 4/19/04 before me appeared Rena Wells who executed this document in my presence.

L. R. Van Lydegraf  
Notary Public



My Commission Expires 4/25/05

RW JP  
RW JP

PATENT ASSIGNMENT AGREEMENT

Rena Wells

Jeff Pimpl

  
 \_\_\_\_\_  
 Jeff Pimpl

On 4/9/04 before me appeared Jeff Pimpl who executed this document in my presence.

  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires 3/4/05

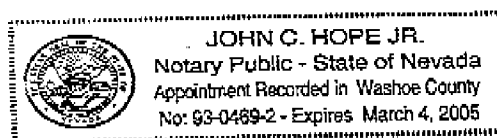




Exhibit A – Stipulation to Amend and Amended Decree

Exhibit B – Assignment Documents

   
 RW JP