



11-26-2003



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

11-26-03

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy.

1. Name of conveying party(ies):

Cheryl Volkman
Dianne Goodwin
Sherry Rovig

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

White Pine Concepts, LLC
9 Indian Hills Drive
Circle Pines, Minnesota 55014Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: August 21, 2003; August 25, 2003; September 4, 2003

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)

09/904,183

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Karen A. Fitzsimmons
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved:

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

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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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.

Karen A. Fitzsimmons
Name of Person Signing

Signature
Nov. 18, 2003
Date

11/25/2003 6TDM11 00000155 09904183

Total number of pages including cover sheet, attachments, and document: 8

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PATENT TRADEMARK OFFICE

PATENT
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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made effective the 1st day of January, 2003, among White Pine Concepts, LLC, a Minnesota limited liability company, ("Company"), Cheryl Volkman ("Volkman"), Dianne Goodwin ("Goodwin") and Sherry Rovig ("Rovig") (Volkman, Goodwin and Rovig referred to collectively herein as the "Assignors").

WHEREAS, by assignments filed with the U.S. Patent and Trademark Office March 11, 2001, the Assignors assigned to the Company all of Assignors' right, title and interest in and to certain inventions and improvements for rocking garden seats disclosed in United States Design Patent Application Serial Nos. 29/141,803 (entitled "GARDEN KNEELING ASSISTOR"), and 29/141,794 (entitled "GARDENING STOOL") (collectively, the "Design Patent Applications");

WHEREAS, Assignors are the owners of certain inventions and improvements for which Assignors filed United States Utility Patent Application Serial No. 09/904,183 (entitled "GARDENING STOOL") (the "Utility Patent Application");

WHEREAS, the Assignors are the owners of United States Design Patent Nos. US D454,706S (entitled "GARDENING STOOL") dated March 26, 2002 and US D454,438S (entitled "GARDEN KNEELING ASSISTOR") dated March 19, 2002 (collectively, the "Patents"); and

WHEREAS, for the consideration, and on the terms and conditions herein set forth, the Assignors desire to assign (the "Assignment") to Company all of their right title and interest in and to the Design Patent Applications, the Utility Patent Application and the Patents and the inventions and improvements disclosed therein (collectively, the "Patents and Patent Applications");

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- (a) **Confidential Information.** The term "Confidential Information" shall mean and include any and all trade secrets or confidential information of the Company which an Assignor has acquired or become acquainted with or will acquire or become acquainted with during the period beginning on May 15, 2001 and ending on the date five years after the later of the expiration of any Patent covered hereby or any license or similar agreement covering any of the Inventions, whether developed by him or by others, and shall include any information or compilation of information that derives independent economic value from not being generally known or readily ascertainable by proper means by other persons and which relates to any aspect of the Company's business, including, but not limited to, research and development, manufacturing processes, management systems and techniques and sales and marketing.

- (b) Inventions. The term "Inventions" shall mean and include the New Inventions and the Original Inventions.
- (c) New Inventions. The term "New Inventions" shall mean and include each and every invention, discovery, improvement, idea, device, design, apparatus, practice, process, method or product, whether patentable or not and including those which may be subject to copyright protection, made, developed, perfected, devised, conceived or first reduced to practice by any of the Assignors, either solely or in collaboration with others, that concern, relate to or arise from the Original Inventions or the Patents and Patent Applications, or the services of an Assignor for the Company hereunder, together with any patent applications thereon, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom.
- (d) Original Inventions. The term "Original Inventions" shall mean and include the inventions and improvements disclosed in the Patents and Patent Applications, and the Patents and Patent Applications themselves, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom.

2. Assignment of Inventions. Upon and subject to the terms and conditions set forth herein, the parties hereto agree as follows:

- (a) Assignment of Patents and Patent Applications. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency whereof are hereby acknowledged, each Assignor does hereby sell, assign and transfer to the Company, its successors and assigns, the entire right, title and interest for all countries in and to the Patents and Patent Applications and to all of the Original Inventions disclosed therein.
- (b) Disclosure and Assignment of New Inventions. Each of the Assignors will promptly disclose in writing to the Company complete information concerning each and every New Invention. Each Assignor hereby acknowledges that any and all of said New Inventions are the property of the Company and hereby assigns and agrees to assign to the Company any and all of the Assignor's right, title and interest in and to any and all of said New Inventions.

- (c) Limitation. It is further agreed and the Assignors are hereby notified that the above agreement to assign the New Inventions to the Company does not apply to a New Invention for which no equipment, supplies, facility or confidential information of the Company was used and which was developed entirely on the Assignors' own time, and
- (i) which does not relate (aa) directly to the business of the Company or (bb) to the Company's actual or demonstrably anticipated research and development, or
 - (ii) which does not result from any work performed by the Assignor for the Company.
- (d) Assistance. Upon request and without further compensation therefor, but at no expense to the Assignors, and whether during the term of this Agreement or thereafter, the Assignors will do all lawful acts, including, but not limited to, the execution and delivery of documents and instruments and the giving of testimony, that in the opinion of the Company, its successors and assigns, may be necessary or desirable in obtaining, sustaining, reissuing, extending and enforcing United States and foreign copyrights and Letters Patent, including but not limited to design patents, on any and all of the Inventions, and for perfecting, securing, affirming and recording the Company's complete ownership and title thereto, and to cooperate otherwise in all proceedings and matters relating thereto.
- (e) Records The Assignors will keep complete, accurate and authentic accounts, notes, data and records of all of said Inventions in the manner and form requested by the Company. Such accounts, notes, data and records shall be the property of the Company, and, upon its request, the Assignors will promptly surrender the same to the Company or its representatives.

Upon the termination of this Agreement, or earlier upon the request of the Company, each Assignor agrees to deliver promptly to the Company all records, manuals, books, blank forms, documents, letters, memoranda, notes, notebooks, reports, data, tables, accounts, calculations and copies thereof, which are the property of the Company or which relate in any way to the business, products, practices or techniques of the Company, and all other property, trade secrets and confidential information of the Company, including, but not limited to, all documents which in whole or in part contain any trade secrets or confidential information of the Company, which in any of these cases are in his possession or under his control.

- (f) Continuing Obligations. The obligations of this Section 2 shall continue during the term of this Agreement and thereafter with respect to Inventions conceived, made, developed, devised or reduced to practice by Assignors during the term of this Agreement, and shall be binding upon Assignor's assigns, executors, administrators and other legal representatives. For purposes of this Agreement, any Invention relating to the business of the Company on which an Assignor files a

patent application within one (1) year after the end of the term of this Agreement shall be presumed to cover Inventions conceived by Assignors during the term of this Agreement, subject to proof to the contrary by good faith, written and duly corroborated records establishing that such Invention was conceived and made following said period.

3. **Relationship Among Parties.** The parties acknowledge and agree that the relationship between the Company and each of the Assignors, and among the Assignors, is that of independent contractor. No party is by virtue of this Agreement, nor shall be deemed to be, except in writing signed by the parties in question, an employee, partner, member, officer, director, manager, governor or joint venturer of or with any other party.

4. **Nondisclosure.**

- (a) **Trade Secrets and Confidential Information.** The Assignors shall not during the term of this Agreement, or at any time thereafter divulge, furnish or make accessible to anyone, or use in any way other than for the sole benefit of the Company in the ordinary course of business of the Company, any Confidential Information.
- (b) **Return of Confidential Information.** Upon the termination of this Agreement, or earlier upon the written request of Company, all documents, records, notebooks, and similar repositories containing Confidential Information, including copies thereof, then in the Assignor's possession, whether prepared by her or others, shall be promptly returned to the Company. If at any time after the termination of this Agreement, the Assignor determines that she has any confidential information in her possession or control, she shall immediately return to the Company all such Confidential Information, including all copies and portions thereof.

5. **Warranties and Representatives.** Each of the Assignors hereby warrants and represents to the Company and to each other Assignor, and each of the parties relies upon such warranties and representations in entering into this Agreement, as follows:

- (a) Assignors own and have the entire right, title and interest in and to the Patents and Patent Applications and the Inventions disclosed therein, and the power and authority to enter into and perform this Agreement as written without the consent or authorization of any third party;
- (b) Assignors own the Patents and Patent Applications and the Inventions free and clear of any and all liens, debts, encumbrances, obligations, options, or rights of any third parties, except as disclosed herein.

6. **Notices.** All notices to be given under this Agreement shall be in writing and shall be addressed to the party or parties at the address(es) set forth below, and shall be deemed to have been duly given when received by the person to be notified, and in the case of the Company, received by an officer of the Company:

White Pine Concepts, LLC
9 Indian Hills Drive
Circle Pines, Minnesota 55014
Att: Cheryl Volkman

763 785 0408

Cheryl Volkman
9 Indian Hills Drive
Circle Pines, Minnesota 55014

() 763 785 0408

Dianne Goodwin
1668 Englewood Avenue
St. Paul, Minnesota 55014

() 651-645-9121

Sherry Rovig
1982 Lismore Road
Duluth, Minnesota

() 218-525-0489

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, executors, heirs, or successors, provided that the Assignors shall not assign any right or obligation hereunder in whole or in part, without the prior written consent of the Company, and any attempt to do so shall be void.

8. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or such party's duly authorized representative and specifying with particularity and nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Nothing herein shall limit the remedies and rights of the parties hereto under the pursuant to this Agreement.

9. **Severability.** To the extent any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect.

Notwithstanding the foregoing, in the event that any provision of this Agreement is unenforceable because it is overbroad, then such provision shall be limited to the extent necessary to make it enforceable under applicable law and enforced as so limited. The Assignor acknowledges the uncertainty of the law in this respect and expressly stipulates that this Agreement be given the construction which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law.

10. **Entire Agreement.** This Agreement contains the entire understanding of the parties in respect of the transactions contemplated and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

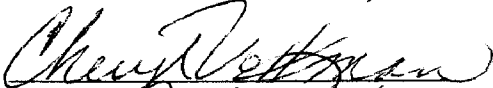
11. **Captions.** All captions in the Sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular Sections to which they apply.


12. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other.

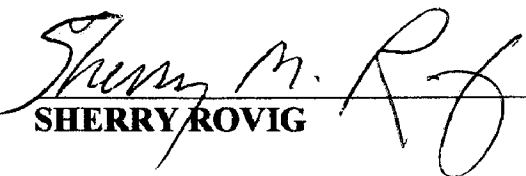
13. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals as of the date first above written.

WHITE PINE CONCEPTS, LLC

By: 
Its: President/CEO

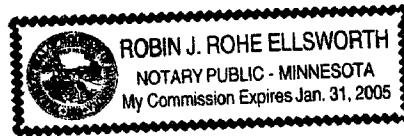

CHERYL VOLKMAN


SHERRY ROVIG


DIANNE GOODWIN

Subscribed and sworn to before me by Cheryl Volkman, the person signing the foregoing Assignment Agreement as an individual and as Chief Manager of White Pine Concepts, LLC, this 4th day of SEPTEMBER, 2003.

Robin J. Rohe-Ellsworth
Notary Public



Subscribed and sworn to before me by Dianne Goodwin, the person signing the foregoing Assignment Agreement, this 21st day of August, 2003.

Shirley A. Thompson
Notary Public



Subscribed and sworn to before me by Sherry Rovig, the person signing the foregoing Assignment Agreement, this 25th day of August, 2003.

Pat R. Katoski
Notary Public

