

02-10-2004



To the Honorable Commissioner of Patent

102665739

and original documents or copy thereof.

1. Name of conveying party(ies): **David R. BROWN;**
Matthew C. MEYER; Ajay P. MISHRA; Jeffrey A.
NORRIS; David C. RASMUSSEN

2-3-04

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

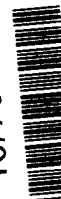
3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other ()Execution Date: April 29, 2002; April 26, 2002; April 26, 2002;
April 26, 2002 and April 26, 2002

2. Name and address of receiving party(ies)

Name: **INVENSYS SYSTEMS, INC.**

Internal Address:

Street Address: **15345 Barranca Parkway**City: **Irvine** State: **CA** Zip: **92618**Additional name(s) & address(es) attached? No ☒ Yes ☐17548 U.S. PTO
10/769877

020364

4. Application number(s) or patent number(s): **NEW**If this document is being filed together with a new application, the execution date of the application is: **April 29, 2002**

A. Patent Application No.(s)

NEW

10769877

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Cooley Godward LLP**Internal Address: **Patent Group**

Street Address:

One Freedom Square, Reston Town Center,

11951 Freedom Drive

City: **Reston** State: **VA** Zip: **20190-5656**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 account8. Deposit account number: **50-1283**

The Commissioner is hereby authorized to charge any appropriate fees under 37 CFR 3.41 that may be required by this paper, and to credit any overpayment, to Deposit Account No. 50-1283. This paper is submitted in duplicate.

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.

Christopher R. Hutter, Reg. No. 41,087

Name of Person Signing

Signature

February 3, 2004

Date

Total number of pages including cover sheet, attachments, and documents: **[9]****Mail documents to be recorded with required cover sheet information to:**

Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office

P.O. Box 1450, Alexandria, VA 22313-1450

02/06/2004 JBALINAM 00000078 10769877

02 FC:8021

194584 v1/RE
4654011.DOC

40.00 DP

**ASSIGNMENT
(Joint)**

David R. BROWN, Matthew C. MEYER, Ajay P. MISHRA, Jeffrey A. NORRIS, and David C. RASMUSSEN, residing at 106 Sandy Shore Drive, League City, Texas 77573; 8 Cabot, Irvine, California 92620; 36 Whispering Pine, Irvine, California 92620; 24332 Grass Street, Lake Forest, California 92630; and 1388 Roxborough Drive, Placentia, California 92870, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **FAULT TOLERANT APPARATUS AND METHOD FOR DETERMINING A REVOLUTION RATE OF A GEAR**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☒ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on .

WHEREAS, Invensys Systems, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 15345 Barranca Parkway, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____

By: _____

David R. BROWN

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: 4/26/02By: Matthew C. Meyer

Matthew C. MEYER

State of CALIFORNIA

SS.

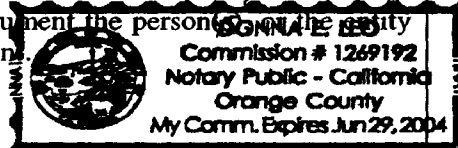
County of ORANGE

On April 26 2002, before me, Donna E Leo Notary Public, personally appeared Matthew C. Meyer, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Donna E Leo

Signature of Notary Public



Place Notary Seal Above

Date: 4/26/2002By: Ajay P. Mishra

Ajay P. MISHRA

State of CALIFORNIA

SS.

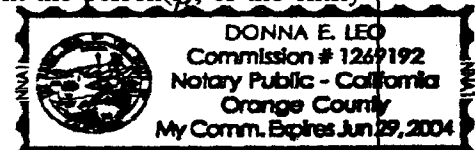
County of Orange

On April 26 2002, before me, Donna E Leo Notary Public, personally appeared Ajay P. Mishra, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Donna E Leo

Signature of Notary Public



Place Notary Seal Above

Date: 4/26/2002

By: Jeffrey A. Norris
Jeffrey A. NORRIS

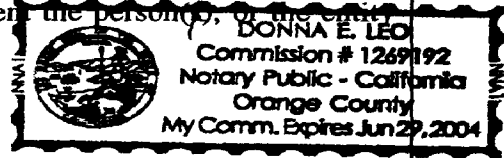
State of CALIFORNIA

County of Orange

On April 26 2002, before me, Donna E. Leo Notary Public, personally appeared Jeffrey A. Norris, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Donna E. Leo
Signature of Notary Public



Place Notary Seal Above

Date: 4-26-2002

By: David C. Rasmussen
David C. RASMUSSEN

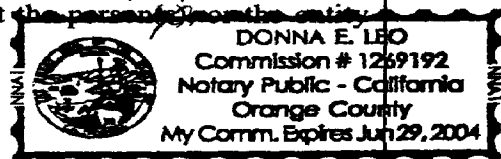
State of CALIFORNIA

County of Orange

On April 26 2002, before me, Donna E. Leo Notary Public, personally appeared David C. Rasmussen, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Donna E. Leo
Signature of Notary Public



Place Notary Seal Above

**ASSIGNMENT
(Joint)**

David R. BROWN, Matthew C. MEYER, Ajay P. MISHRA, Jeffrey A. NORRIS, and David C. RASMUSSEN, residing at 106 Sandy Shore Drive, League City, Texas 77573; 8 Cabot, Irvine, California 92620; 36 Whispering Pine, Irvine, California 92620; 24332 Grass Street, Lake Forest, California 92630; and 1388 Roxborough Drive, Placentia, California 92870, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **FAULT TOLERANT APPARATUS AND METHOD FOR DETERMINING A REVOLUTION RATE OF A GEAR**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☒ to be filed herewith; or
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WHEREAS, Invensys Systems, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 15345 Barranca Parkway, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
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- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 29, 2002 By: David R. Brown
David R. BROWN

State of TEXAS)

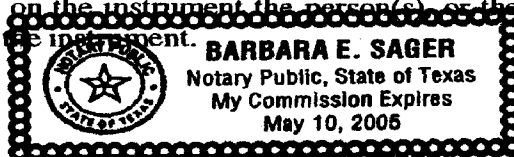
ss.

County of HARRIS)

On APRIL 29, 2002, before me, Barbara E. Sager, personally appeared DAVID R. BROWN, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Barbara E. Sager
Signature of Notary Public



Place Notary Seal Above

Date: _____

By: _____

Matthew C. MEYER

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

Ajay P. MISHRA

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

Jeffrey A. NORRIS

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

David C. RASMUSSEN

State of _____)

ss.

County of _____)

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**ASSIGNMENT
(Joint)**

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- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

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The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: _____ By: _____
David R. BROWN

State of _____) <div style="text-align: center;">ss.</div> County of _____)	
On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.	
_____ Signature of Notary Public	Place Notary Seal Above

Date: 4/26/02By: Matthew C. Meyer

Matthew C. MEYER

State of CALIFORNIA)

SS.

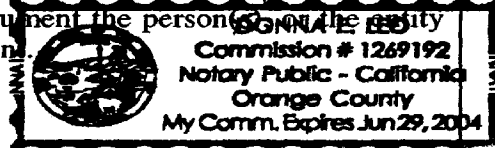
County of ORANGE)

On April 26 2002, before me, Donna E Leo Notary Public, personally appeared Matthew C. Meyer, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Donna E Leo

Signature of Notary Public



Place Notary Seal Above

Date: 4/26/2002By: Ajay P. Mishra

Ajay P. MISHRA

State of CALIFORNIA)

SS.

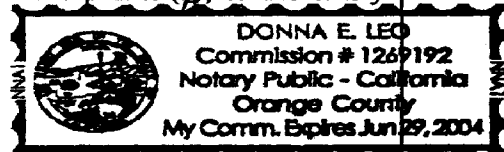
County of Orange)

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Donna E Leo

Signature of Notary Public



Place Notary Seal Above

Date: 4/26/2002

By: Jeffrey A. Norris
Jeffrey A. NORRIS

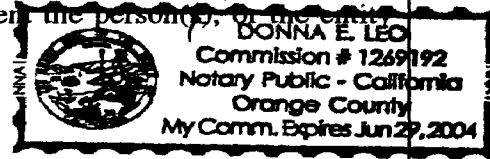
State of CALIFORNIA)

County of Orange)
SS.

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WITNESS my hand and official seal.

Donna E. Leo
Signature of Notary Public



Place Notary Seal Above

Date: 4-26-2002

By: David C. Rasmussen
David C. RASMUSSEN

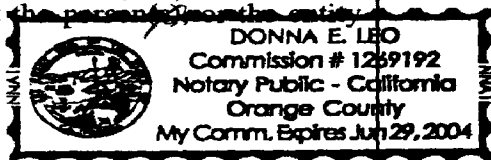
State of CALIFORNIA)

County of Orange)
SS.

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WITNESS my hand and official seal.

Donna E. Leo
Signature of Notary Public



Place Notary Seal Above

**ASSIGNMENT
(Joint)**

David R. BROWN, Matthew C. MEYER, Ajay P. MISHRA, Jeffrey A. NORRIS, and David C. RASMUSSEN, residing at 106 Sandy Shore Drive, League City, Texas 77573; 8 Cabot, Irvine, California 92620; 36 Whispering Pine, Irvine, California 92620; 24332 Grass Street, Lake Forest, California 92630; and 1388 Roxborough Drive, Placentia, California 92870, respectively (each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **FAULT TOLERANT APPARATUS AND METHOD FOR DETERMINING A REVOLUTION RATE OF A GEAR**, and which is a:

- (1) ☐ provisional application
 - (a) ☐ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
 - (a) ☒ to be filed herewith; or
 - (b) ☐ bearing Application No. , and filed on .

WHEREAS, Invensys Systems, Inc., a corporation duly organized under and pursuant to the laws of California, and having its principal place of business at 15345 Barranca Parkway, Irvine, California 92618 (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); and any patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;
- (d) any application(s) for patent of the United States or other countries claiming the Invention(s);
- (e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: April 29, 2002

By: David R. Brown

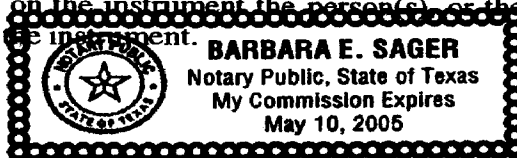
David R. BROWN

State of TEXAS)
 County of HARRIS)
 ss.

On APRIL 29, 2002, before me, Barbara E. Sager, personally appeared DAVID R. BROWN, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Barbara E. Sager
 Signature of Notary Public



Place Notary Seal Above

Date: _____

By: _____

Matthew C. MEYER

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

Ajay P. MISHRA

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

Jeffrey A. NORRIS

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

Signature of Notary Public

Place Notary Seal Above

Date: _____

By: _____

David C. RASMUSSEN

State of _____)

ss.

County of _____)

On _____, before me, _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are 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.

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