

Form PTO-1595

(Rev. 10/02)
(OMB No. 0651-0027 (exp. 6/30/2005))

02-19-2004



102671881

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

04/05334

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

1. Name of conveying party(ies):

Mr. Kenneth E. DeLine
Mr. Jeff Putt
Mr. John Walls

2-11-04

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

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Name: Venture Management Alliance, LLC

Internal Address:

Street Address: 204 Walnut Street, Suite C

City: Fort Collins State: CO Zip: 80524

Additional name(s) & address(es) attached? ☐ Yes ☒ No

Execution Date: February 9, 2004

4. Application number(s) or patent number(s):

0403834

☒ this document is being filed together with a new application entitled "Material Encapsulation System" and the execution date of the application is: February 9, 2004.

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

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

Name: CR MILES, P.C.
Internal Address:
Street Address: 204 Walnut Street, Suite J
City: Fort Collins State: CO Zip: 80524

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:

DO NOT USE THIS SPACE

9. Signature.

Name of Person Signing: Craig R. Miles

Craig R. Miles
USPTO Registration Number 45,954

Signature

02-11-2004

Date

Total number of pages including cover sheet, attachments, and documents: 7

**UNITED STATES PATENT AND TRADEMARK OFFICE
PCT**

Title: Material Encapsulation System
Applicant: Venture Management Alliance, LLC
Inventor: John E. Walls, Jeffrey W. Putt, Kenneth E. DeLine
International Application Number:
International Filing Date: 11 February 2004
Receiving Office: RO/US
Attorney Docket Number: VMAEncapPCT

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among John E. Walls, 525 East Drake Road, Apt. 310B, Fort Collins, CO 80525; Jeffrey W. Putt, 4125 Suncrest Drive, Fort Collins, CO 80525; and Kenneth E. DeLine, 1720 Lindenwood Drive, Fort Collins, CO 80524 ("Assignor" or collectively "Assignors") and Venture Management Alliance, LLC having its principal offices at 204 Walnut Street, Suite C, Fort Collins, CO 80524 ("Assignee").

WHEREAS, each Assignor has in part conceived or developed technology relating to a material encapsulation system, including, but not limited to, the technology described in the above-identified application, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or an employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or are likely to cause disclosure of such trade secret or confidential information of Assignee (the "Invention");

WHEREAS, each Assignor, either by him or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor desires to assign 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, each of the undersigned hereby agree as follows:

1. Each 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 he 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 coinventorship.

2. Each Assignor, for good and valuable consideration, 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, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, 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, or continuation-in-part, 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. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any 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, 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.

4. Each 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, 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.

5. Each Assignor 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 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.

6. Assignor grants the firm of CR MILES P.C., 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 Patent Cooperation Treaty or 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.

7. 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.

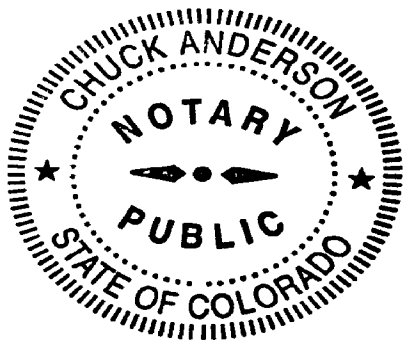
SIGNATURE FOLLOW ON PROCEEDING PAGES:

John E. Walls
John E. Walls

Date: February 9, 2004

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by John E. Walls, this 9th day of February, 2004. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



Chuck Anderson
Notary Public
My Commission Expires: 2/18/07

My Commission Expires 02/18/2007

Jeffrey W. Putt
Jeffrey W. Putt

Date: 2/9/04

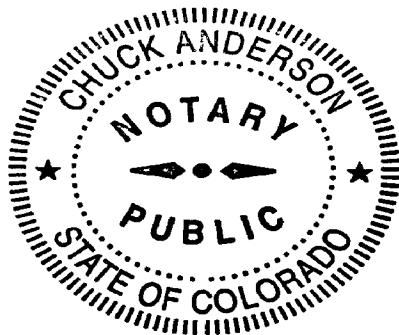
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My Commission Expires 02/18/2007

Kenneth E. DeLine
Kenneth E. DeLine

Date: 2/9/04

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STATE OF COLORADO)
COUNTY OF LARIMER)

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Notary Public

My Commission Expires: _____