

Form PTO-1595 (Rev. 09/04)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dick Falls

Execution Date(s) 08/17/2003

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Investors Precision Manufacturing, Inc. (IPM, Inc.)

Internal Address: a California Corporation

Street Address: 10468 Freshwater Point

City: Stockton

State: California

Country: US Zip: 95208

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

4. Application or patent number(s):

A. Patent Application No.(s)

10/630,947

☐ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Richard A. Ryan

Internal Address: Attorney at Law

Street Address: 8497 N. Millbrook Ave., #110

City: Fresno

State: CA Zip: 93720

Phone Number: (559) 447-1837

Fax Number: (559) 447-1042

Email Address: richard@fresnopatentlaw.com

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers 5527

Expiration Date 10/2007

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Richard A. Ryan
Signature

2/10/2005
Date

Richard A. Ryan

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

OP \$40.00 10630947

Assignment of Invention and Provisional Patent Application

For value received, \$ 1.00 by Dick Falls (hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto IPM Inc. a California Corporation, and its successors or assigns, (hereinafter ASSIGNEE) 100% of the Following:

- (A) ASSIGNORS right, title, and interest to the invention entitled "APPARATUS FOR REMOVING PARTICULATE AND LIQUID CONTAMINANTS FROM LUBRICATING OIL" invented by ASSIGNOR
- (B) the provisional application for the United States patent therefore, signed by the ASSIGNOR on 7-30-2002, U.S. Patent and Trademark Office Serial Number 60/400419 filed on 7-31-2002
- (C) any patent or reissues of any patent that may be granted thereon; and
- (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application.

ASSIGNOR authorizes and requests that the Commissioner for Patents to issue any resulting patent(s) as follows: 100% to ASSIGNEE.

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title, and interest in and to said invention within the United States of America, and in each and every country foreign to the U.S.; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified provisional application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony, and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest in them.

1.1. GENERAL PROVISIONS

1.1.1 SURVIVAL OF ASSIGNMENT. This Assignment shall not be terminated by a restructuring of the ASSIGNEE or of the ASSIGNOR. If either of the parties restructures the contract shall survive.

1.1.2 LEGAL REPRESENTATION. Each party acknowledges that they were advised that they were entitled to separate counsel and they have either employed such counsel or voluntarily waived their right to consult with counsel.

1.1.3 NOTICES. All notices and other communications provided for or permitted hereunder shall be in writing and shall be made by hand delivery, first class mail, telex or telecopier, addressed as follows:

ASSIGNEE:

IPM Inc.

10181 Commercial Ave.

Penn Valley, CA 94946

ASSIGNOR:

Dick Falls.

1550 Kamm Ave. #144

Kingsburg, CA 93631

All such notices and communications shall be deemed to have been duly given when delivered by hand, if personally delivered; three (3) business days after deposit in any United States Post Office in the Continental United States, postage prepaid, if mailed; when answered back, if telexed; and when receipt is acknowledged, if telecopied.

1.1.4 ATTORNEY'S FEES. In the event that a dispute arises with respect to this Assignment, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Assignment, whether or not it was necessary for such party to institute suit.

1.1.5 COMPLETE ASSIGNMENT OF THE PARTIES. This is the complete Assignment of the parties and it supersedes any Assignment that has been made prior to this Assignment.

1.1.8 BINDING. This Assignment shall be binding both of the parties hereto.

1.1.9 NUMBER AND GENDER. Whenever the singular number is used in this Assignment and when required by the context, the same shall include the plural. The masculine gender shall include the feminine and neuter genders, and the word "person" shall include a corporation, firm, partnership, or other form of association.

1.1.10 GOVERNING LAW. The parties hereby expressly acknowledge and agree that this Assignment is entered into in the State of California and, to the extent permitted by law, this Assignment shall be construed, and enforced in accordance with the laws of the State of California.

1.1.11 FAILURE TO OBJECT NOT A WAIVER. The failure of a party to object to, or to take affirmative action with respect to, any conduct of the other which is in violation of the terms of this Assignment shall not be construed as a waiver of the violation or breach or of any future violation, breach, or wrongful conduct until 30 days since the wrongful act or omission to act has passed.

1.1.12 UNENFORCEABLE TERMS. Any provision hereof prohibited or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting any other provision of this Assignment. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Assignment be deemed to be a valid and binding Assignment enforceable in accordance with its terms.

1.1.13 EXECUTION IN COUNTERPARTS. This Assignment may be executed in several counterparts and when so executed shall constitute one Assignment binding on all the parties, notwithstanding that all the parties are not signatory to the original and same counterpart.

1.1.14 FURTHER ASSISTANCE. From time to time each party shall execute and deliver such further instruments and shall take such other action as any other party may reasonably request in order to discharge and perform their obligations and Assignments hereunder and to give effect to the intentions expressed in this Assignment.

1.1.15 INCORPORATION BY REFERENCE. All exhibits referred to in this Assignment are incorporated herein in their entirety by such reference.

1.1.16 CROSS REFERENCES. All cross-references in this Assignment, unless specifically directed to another Assignment or document, refer to provisions in this Assignment, and shall not be deemed to be references to any overall transaction or to any other Assignments or documents.

1.1.17 MISCELLANEOUS PROVISIONS. The various headings and numbers herein and the grouping of provisions of this Assignment into separate divisions are for the purpose of convenience only and shall not be considered a part hereof. The language in all parts of this Assignment shall in all cases be construed in accordance to its fair

meaning as if prepared by all parties to the Assignment and not strictly for or against any of the parties.

2. REMEDY FOR BREACH

ASSIGNOR acknowledges that the invention to be rendered by him hereunder is of a special, unique, and extraordinary character which gives this Assignment a peculiar value to ASSIGNEE, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by ASSIGNOR of this Assignment shall cause ASSIGNEE irreparable injury. ASSIGNOR asserts no specific claim or guarantee in the invention and acknowledges that this Assignment may be enforced against him by injunction and other equitable remedies, without bond. Such relief shall not be exclusive, but shall be in addition to any other rights or remedies ASSIGNEE may have for such breach.

ASSIGNEE acknowledges that the invention to be rendered to it hereunder is of a special, unique, and extraordinary character which gives this Assignment a peculiar value to ASSIGNOR, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and that a breach by ASSIGNEE of this Assignment shall cause ASSIGNOR irreparable injury. Therefore, ASSIGNEE expressly acknowledges that this Assignment may be enforced against it by injunction and other equitable remedies, without bond. Such relief shall not be exclusive, but shall be in addition to any other rights or remedies ASSIGNOR may have for such breach.

In testimony whereof ASSIGNOR and ASSIGNEE have hereunto set hand and seal on the date below.

Don Falls
Assignor

6/17/03
Date

Don Falls Pres IPRM
Assignee

6/17/03
Date

Richard A. Gier
Witness

6/17/03
Date