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Form PTO-1595

(Rev. 10/02)

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

11-02-2004

DEPARTMENT OF COMMERCE

Patent and Trademark Office

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

1. Name of conveying party(ies):

VMA Products, LLC
204 Walnut Street, Suite C
Fort Collins, CO 80524

10-22-04

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:

04-02-2004

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

☐ this document is being filed together with a new application entitled " " and the execution date of the application is: _____

A. Patent Application No.(s): 09/957,345

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:

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
USPTO Registration Number 45,954

Signature

04-06-04
Date

Total number of pages including cover sheet, attachments, and documents: 10

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PATENT
REEL: 015932 FRAME: 0680

UNITED STATES PATENT AND TRADEMARK OFFICE

Title: Hand Washing Display Device
Applicant: Charles T. Collopy
Application Number: 09/957,345
Filing Date: September 20, 2001
Attorney Docket Number: VentureMgmt-Collopy

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Sensory Technologies, a division of VMA Products, LLC, having its principal offices at 204 Walnut Street, Suite C, Fort Collins, CO 80524 ("Assignor") and Venture Management Alliance, LLC having its principal offices at 204 Walnut Street, Suite C, Fort Collins, CO 80524 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the above-identified patent application and other rights in and to certain hand washing technology by way of an assignment (attached hereto as Exhibit A) from the inventor Charles T. Collopy (the "Invention"); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Invention, including, but not limited to, the patent application above-identified, to Assignee to the extent it has any such rights worldwide along with all present and future obligations to the inventor Charles T. Collopy; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agrees as follows:

1. Assignor warrants that:
 - a. Kenneth E. DeLine as Manager of VMA Products, LLC has the authority to assign all right, title, and interest in and to the Invention;
 - b. it has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent it 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, it 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.

2. 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 along with all present and future obligations to the inventor Charles T. Collopy under the original assignment executed May 14, 2003 attached hereto as Exhibit A. The assigned rights in the Invention include, but are 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. Assignor further covenants and agrees that it 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. 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. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

5. 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.

SIGNATURES:

Assignor, VMA Products, LLC



Kenneth E. DeLine

Manager, VMA Products, LLC

Date: 04.02.04

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, Kenneth E. DeLine, this ____ day of April, 2004. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Notary Public

My Commission Expires: _____

Assignee, Venture Management Alliance, LLC



Kenneth E. DeLine

Manager, Venture Management Alliance, LLC

Date: 04.02.04

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, Kenneth E. DeLine, this ____ day of April, 2004. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Notary Public

My Commission Expires: _____

EXHIBIT A

ASSIGNMENT

BETWEEN

CHARLES T. COLLOPY

and

SENSORY TECHNOLOGIES, a division of VMA PRODUCTS, LLC

Dr Collopy Assignment of Rights - Final

ASSIGNMENT

THIS ASSIGNMENT document is made effective as of the **14th day of May 2003**; between and among **Charles T. Collopy, M.D.** whose residential address is **2118 Country Club Cove, Fort Collins, CO 80524 USA** ("Dr. Collopy") and **Sensory Technologies**, a division of VMA Products, LLC ("Sensory").

WHEREAS, Dr. Collopy has conceived and developed hand washing display technology that is the subject matter of **United States Patent Application No. 09/957,345** and which further includes any improvements thereof (the "Technology");

WHEREAS, Dr. Collopy, as inventor of the Technology, desires to assign all right, title and interest to the Invention to Sensory to the extent he has any such rights worldwide.

NOW, THEREFORE, each of the undersigned hereby agree as follows:

1. Dr. Collopy warrants that:

a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Technology;

b. he has conveyed no right, title, or interest in the Technology to any party other than Sensory;

c. to the extent Dr. Collopy conducted any efforts relevant to the ownership of all rights to the Technology 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 Technology inconsistent with a full assignment of rights to Sensory other than any right, title, or interest which may exist as a result of any other's co-inventorship.

2. Dr. Collopy, for good and valuable consideration set forth below, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to Sensory the entire right, title, and interest in and to the Technology, including, but not limited to:

a. all such worldwide rights to make, use, and sell the Technology;

b. any applications for United States or foreign patents relating to the Technology, and specifically to the above-identified application, any applications for United States or foreign patents claiming priority to any extent based upon the Invention or the above-identified application, all rights to make a claim for any priority based upon the Invention or the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents



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Dr Collopy Assignment of Rights - Final

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 Technology, 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 Technology 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 Technology; and

f. all rights to seek protection covering such aspects or claims as Sensory 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 Sensory; 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. In consideration for the assignment granted for the assignment of Technology to Sensory, Sensory shall pay to Dr. Collopy:

- a) A royalty of 2.5% of all net income from payments resulting from sales of hand washing technology and Sensory's interactive technology until such royalty payments to Licensor total one million dollars (US\$1,000,000.00) after which such royalty shall be reduced to a royalty of 1.25% of Sensory's net income resulting from sales of hand washing technology and Sensory's interactive technology. "Net income" means all payments or amounts actually received by Sensory resulting from any sale of hand washing devices utilizing any aspect of the technology, i.e. net proceeds from: 1) Sales of products resulting from the technology; 2) Royalties or Licensing fees; 3) Sale of any Patents or; 4) Sale of the company or; 5) any other proceeds resulting from the technology. All payments to Dr. Collopy will be made quarterly. With each statement of gross receipts there will be an itemized statement disclosing how gross receipts were reduced to net receipts.

4. Dr. Collopy covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions that might tend to diminish the scope of protection available to Sensory for the



Dr Collopy Assignment of Rights - Final

Invention. Further, Dr. Collopy warrants that other than rights of Sensory, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Dr. Collopy also covenants that he will promptly and continuously inform Sensory of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

5. Dr. Collopy further covenants and agrees that he will communicate to Sensory any facts known to him respecting any improvements involving or in any way related to the Technology, 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 Sensory to obtain and enforce full protection and title in and to said Technology and to such improvements in all countries without further consideration but at the expense of Sensory.

5. Dr. Collopy acknowledges that pursuant to the sale, grant, transfer, and assignment to Sensory of the entire right, title, and interest in and to the Technology, as provided in the above paragraphs, this assignment shall be complete as to all rights owned.

6. Dr. Collopy further covenants and agrees that he will sign all lawful papers, consents, additional assignments, summaries or other documents requested by Sensory. Dr. Collopy also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid Sensory in petitioning waiver of access of Dr. Collopy to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Technology, as provided above.

7. Dr. Collopy grants the firm of Santangelo Law Offices, 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 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.

8. 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.

SIGNATURES ON NEXT SEPARATE PAGE



Dr Collopy Assignment of Rights - Final

SIGNATURES:

Charles T. Collopy M.D.
Charles T. Collopy, M.D.

Date: June 10, 2003
6/10/03

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, Charles T. Collopy, M.D., this 10th day of June, 2003.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



Mary J. Anderson

Notary Public

My Commission Expires:

09/01/03

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