

12-29-2004

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



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PATENTS ONLY

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

12-27-04

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

Hilstad, Tod A. and Annala, Timothy T.

Execution Date(s) 9-18-04 and 9-01-04, resp.

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

2. Name and address of receiving party(ies)

Name: Farmer's Irrigation District

Internal Address: \_\_\_\_\_

Street Address: 1985 Country Club Road

City: Hood River

State: Oregon

Country: US Zip: 97031

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/391,517

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Steven Adamson, PC

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 5997

City: Portland

State: OR Zip: 97228

Phone Number: 503-248-0100

Fax Number: 503-248-0105

Email Address: sic@iprights.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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 01-0272

Authorized User Name Steven J. Adamson, PC

9. Signature:

Signature

12-23-04

Date

Steven Adamson, PC

Name of Person Signing

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

4

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

12/28/2004 6TOM11 00000051 10391517

01 FC:8021

40.00 OP

PATENT  
REEL: 016100 FRAME: 0123

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Tod A. Hilstad (2) Timothy T. Annala

(3) \_\_\_\_\_ (4) \_\_\_\_\_

(hereinafter collectively termed "Inventors"), residents of

(1) 822 Devon Court (2) 1806 Country Club Road

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, Cities of

(1) Hood River (2) Hood River

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, Counties of

(1) Hood River (2) Hood River

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, States of

(1) Oregon (2) Oregon

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, have invented certain new and useful improvements in:

BOTTOM FED SCREENED WATER DIVERSION APPARATUS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

\_\_\_ On the date of

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively;

Or

x Said application having SC/Serial No. 10/391,517 and filed on

the 17<sup>th</sup> Day of March, 2003

WHEREAS Farmers Irrigation District (hereinafter termed "Assignee"), a corporation of the State of Oregon, having a place of business at 1985 Country Club Road, Hood River, Oregon, 97031, State of Oregon, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors, and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory

licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventors, their respective heirs, legal representatives and assigns.

4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

(1) Timothy T. Annel  
(Inventor's Signature)

State of OREGON )  
County of Hood River )

On 9-1-04 before me, Cathy Funez, personally appeared Timothy T. Annel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



\*\*\*\*\*

(2) Tod A. Hilstad  
(Inventor's Signature)

State of OREGON )  
County of Hood River )

On 9-18-04 before me, Cathy Funez, personally appeared Tod A. Hilstad, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]



\*\*\*\*\*

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Tod A. Hilstad (2) Timothy T. Annala

(3) \_\_\_\_\_ (4) \_\_\_\_\_

(hereinafter collectively termed "Inventors"), residents of

(1) 822 Devon Court (2) 1806 Country Club Road

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, Cities of

(1) Hood River (2) Hood River

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, Counties of

(1) Hood River (2) Hood River

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, States of

(1) Oregon (2) Oregon

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively, have invented certain new and useful improvements in:

BOTTOM FED SCREENED WATER DIVERSION APPARATUS

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

\_\_\_ On the date of

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

respectively;

Or

x Said application having SC/Serial No. 10/391,517 and filed on  
the 17<sup>th</sup> Day of March, 2003

WHEREAS Farmers Irrigation District (hereinafter termed "Assignee"), a corporation of the State of Oregon, having a place of business at 1985 Country Club Road, Hood River, Oregon, 97031, State of Oregon, wishes to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors, and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory

licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventors, their respective heirs, legal representatives and assigns.

4. Said inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee on the date of acknowledgement before the Notary Public as given below.

(1) Timothy T. Anala  
(Inventor's Signature)

State of OREGON )

County of Hood River )

On 9-1-11 before me, Cathy Funez, personally appeared Timothy T. Anala, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



\*\*\*\*\*  
(2) Tod A. Hilstad  
(Inventor's Signature)

State of OREGON )

County of Hood River )

On 9-18-11 before me, Cathy Funez, personally appeared Tod A. Hilstad, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



\*\*\*\*\*

In re Application ) PATENT APPLICATION  
 )  
 Inventor(s): Hilstad, Tod A. )  
 and Annala, Timothy T. )  
 )  
 SC/Ser. No.: 10/391,517 )  
 )  
 Filed: March 17, 2003 )  
 )  
 Title: Bottom Fed Screened )  
 Water Diversion Apparatus )  
 )

POWER OF ATTORNEY BY ASSIGNEE UNDER  
37 C.F.R. Sections 3.71,3.73

Commissioner of Patents & Trademarks  
 Washington, DC 20231

Sir or Madam:

The below-identified Assignee hereby appoints Steven J. Adamson, Reg. No. 32,776, to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor and the inventor's attorneys in accordance with the provisions of 37 C.F.R. Section 3.71.

Pursuant to 37 C.F.R. Section 3.73(b), the undersigned certifies that Assignee is the owner of the entire right, title and interest in the above-identified patent application by virtue of an assignment from the inventor(s) to Assignee and that,

X a true copy of the assignment is attached hereto, the original of which has been (or is herewith) forwarded to the United States Patent and Trademark Office for recording.

The assignment has been reviewed and to the best of the undersigned's knowledge and belief, title to the above-identified patent application is in Assignee. The undersigned (whose title is supplied below) is empowered to sign this certification on behalf of Assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Please direct all correspondence and telephone calls to: Cust. no.: 25,866  
Steven J. Adamson, PC, P.O. Box 5997, Portland, OR 97228  
 Tel: 503.248.0100

Assignee: Farmer's Irrigation District  
 Assignee Type: Corporation  
 Signor's Name: Don Chandler  
 Signor's Title: Chair of the Board  
 Signature: *Don Chandler* Date: 9-20-04