

05-25-2005

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103009432 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)VERNE L. LINDBERG
MIKE SPARLINGAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) MAR. 20, 2004 - SEPT. 30, 2004

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

2. Name and address of receiving party(ies)Name: RODGER D. PRATT

Internal Address: _____

Street Address: 5436 106th N.E.City: KIRKLANDState: WASHINGTONCountry: U.S.A. Zip: 98033Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

10/165,093☐ 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: PER E. OSCARSSON

Internal Address: _____

Street Address: 8916 230th ST. S.W.City: EDMONDSState: WASHINGTON Zip: 98026Phone Number: 425-670-2399Fax Number: 425-670-2399Email Address: pero.333@verizon.net**6. Total number of applications and patents involved:** ONE (1)**7. Total fee (37 CFR 1.21(h) & 3.41) \$80.00**

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

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:Per E. Oscarsson

Signature

May 20 2005
DatePER E. OSCARSSON

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6Documents 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

DOCUMENT ID NO. 102874483

PATENT
REEL: 016587 FRAME: 0348

11-03-2004



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8916 230th St. S.W.
Edmonds, WA 98026
October 23, 2004

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Via Certified Mail, Return Receipt Requested

Mail Stop Assignment Recordation Services
Director
U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

10/27/04 7:16
COMM-FEDERAL

Re: Patent Application No. 10/165,093, filed June 6, 2002

Ladies and Gentlemen:

I am an attorney licensed to practice in the state of Washington. I represent Mr. Rodger D. Pratt. Enclosed for recording in the patent assignment records are true and correct copies of the following:

- (1) Agreement dated March 20, 2004 under which Verne L. Lindberg, a co-applicant under the above-referenced patent application concerning "Members with a Thermal Break", assigned to Mr. Pratt a 47½ % interest in the above-referenced patent application, claims and patent resulting from the application;
- (2) Letter dated September 30, 2004, acknowledged before a Notary Public, evidencing a prior agreement between and among Mr. Lindberg, Mr. Pratt and Mike Sparling, the other co-applicant under the above-referenced patent application, under which Mr. Lindberg and Mr. Sparling would each transfer to Mr. Pratt a 2½ % interest in the patent application, claims and patent resulting from the application, and Mr. Pratt's performance of his obligations under that agreement.

As a result of these agreements, Mr. Pratt now holds a 52½ % interest in the above-referenced patent application, claims and patent resulting from the application.

Also enclosed is a check in the amount of \$80.00 for the recording fees relating to these assignments. Please record the enclosed documents and return the acknowledgment of

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PATENT
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recording to me at the address set forth above. If you have any questions, I can be reached at (425) 670-2399.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Per E. Oscarsson".

Per E. Oscarsson

Enclosures

cc: Rodger Pratt (w/o encl)

AGREEMENT

This agreement, drawn this 20th Day of March, 2004, between Verne L. Lindberg and Rodger D. Pratt for the purposes set forth as follows:

Whereas Verne L. Lindberg is the primary applicant on a co-applicant patent application concerning "Members with a Thermal Break" filed on June 6, 2002 under U.S. patent application No. 10/165,093.

Whereas Verne L. Lindberg has a documented 47 ½ % interest in the propose commercial entity that will promote and develop the use of "Members with a thermal break", and has the desire to sell his interest in this entity along with full patent assignment agreements required to fully vest the new company with all rights necessary to control all intellectual property rights of the final issued patent.

Whereas Rodger D. Pratt desires to purchase Lindberg's 47 ½ % and the assignment of the final issued patent resulting from application No. 10/165,093, he agrees to the following terms of compensation:

In consideration for Lindberg's 47 ½ % ownership in the company proposed to promote and develop "Members with a Thermal break" and for his full assignment of the final issued patent resulting from application No. 10/165,093, Lindberg will receive a one time expense reimbursement and compensation from Rodger D. Pratt of Twenty thousand Dollars (\$ 20,000.00) payable on or before April 1st., 2004.

Final patent assignment documents shall be prepared by Mark Zovko for Lindberg's signature at no cost to Lindberg and Lindberg additionally agrees to provide Rodger D. Pratt with any additional technical support and input required for further development of "Members with a Thermal Break" as a consulting engineer at the current rates established by Diversified Design Inc.

Both parties agree that the terms, conditions and performance of this agreement shall come under the jurisdiction of the laws of the State of Washington.

Verne L. Lindberg
Verne L. Lindberg P. E.

Rodger D. Pratt
Rodger D. Pratt

State of Washington)
County of Spokane) ss

On this day Verne Lindberg personally known to me or identified to me to my personal satisfaction, did appear and acknowledged to me that he did execute the above and aforesaid Agreement for the purposes and according to the terms and conditions as set for therein of his own free accord for the purposes stated therein.

Done this 25th Of March, 2004.

Susan Woody
(Print Name) Susan Woody
NOTARY PUBLIC for the State of Washington
residing at Meridian, ID

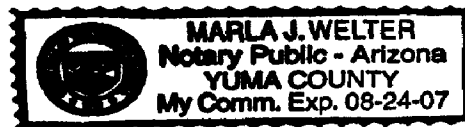


State of Arizona)
County of Yuma) ss

On this day Rodger Pratt personally known to me or identified to me to my personal satisfaction, did appear and acknowledged to me that he did execute the above and aforesaid Agreement for the purposes and according to the terms and conditions as set for therein of his own free accord for the purposes stated therein.

Done this 27 Of March, 2004.

Marla J. Welter
(Print Name) Marla J. Welter
NOTARY PUBLIC for the State of AZ
residing at Yuma
My appointment expires 8/24/07



**Verne L. Lindberg P. E.
P. O. Box 5668
Everett, Washington 98206**

Sept. 30, 2004

**Subject: Rodger Pratt's ownership interest in "Members with
A Thermal Break"**

To whom it may concern:

During 2002 Mike Sparling and I involved Rodger Pratt in the developing project identified technically as "Members with a Thermal Break". From its concept this project had been a documented equal effort, 50% - 50%, between Mike Sparling and myself, Verne Lindberg.

During this product development both Mike and I had consulted Rodger regarding different aspects of both the product development and its marketing potentials. It was mutually agreed that for compensation for his services and to keep his expertise available for the continuing development, both Mike Sparling and I would transfer 2 ½% of each of our 50% interests to Rodger. These transfers of interest as compensation were mutually agreed to by all parties and was documented by the agreement of Dec. 12th, 2002.

Subsequently Rodger Pratt was obligated to pay 5 % of all expenses incurred by the development and he has fulfilled that obligation on every occasion since the agreement. Mike Sparling and I were each responsible for 47 ½ % of incurred expenses following this agreement in Dec., 2002.

In 2004, I offered my 47 ½ % interest for sale and Rodger Pratt purchased my interest per our agreement dated March 20, 2004. In addition to the purchase agreement Rodger paid my 47 ½ % of prior patent attorney fees.

Please contact me if you have any questions regarding details of these agreements.

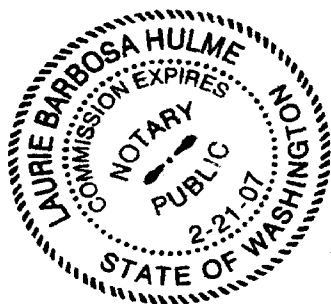
Yours Truly,


Verne L. Lindberg P. E. (425) 232-9128

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

THIS IS TO CERTIFY that on this 5th day of October, 2004, personally appeared before me, a Notary Public, duly commissioned and sworn, Verne L. Lindberg, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of October, 2004.



[Signature]
Signature of Notary Public
Laurie Barbosa Hulme
My appt. expires: 02/21/07