# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Patrick S Pevoto	12/27/2005

#### **RECEIVING PARTY DATA**

Name:	Joyce Lynn Pevoto
Street Address:	7718 Sandia Loop
City:	Austin
State/Country:	TEXAS
Postal Code:	78735

#### PROPERTY NUMBERS Total: 2

Property Type	Number	
Patent Number:	6702759	
Patent Number:	6936013	

## **CORRESPONDENCE DATA**

Fax Number: (512)394-0119

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 512-394-0118
Email: john@bruckner.net
Correspondent Name: John J Bruckner
Address Line 1: 5708 Back Bay Lane
Address Line 4: Austin, TEXAS 78739

ATTORNEY DOCKET NUMBER:	PEVOTO0100
NAME OF SUBMITTER:	John J Bruckner

Total Attachments: 2 source=Pevoto#page1.tif source=Pevoto#page2.tif 670,

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PATENT REEL: 017105 FRAME: 0061

## INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement is entered into as of December <u>30</u>, 2005, by and between PATRICK S. PEVOTO ("Grantor") and JOYCE LYNN PEVOTO ("Grantee").

For good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound as part of an agreed final decree of divorce, Grantor hereby represents, warrants, covenants and agrees as follows:

# **AGREEMENT**

Grantor grants to Grantee an undivided fifty percent (50%) of the parties' interest in any patent or patent application and all appurtenances, including any continuation applications, continuation in-part applications, divisional applications, re-issue applications, re-examination applications, PCT applications, and national/regional stage applications and including any income, assignments, licenses, royalties, contracts, or other rights pertaining thereto, and including any damages or settlements received from any infringement actions, including but not limited to, Intra-vaginal self-administered cell collecting device and method (United States Patent No. 6,702,759), (United States Patent No. 6,936,013), (PCT/US02/23579), and any pending applications in Japan (JP 2004536656), Canada (CA 2453526), Europe (EP 1411835) and any other country/region, including without limitation any and all royalty payments. Grantor agrees that if Grantor enters into an agreement with a third-party corporation to develop, make, use sell or offer to sell an invention referable thereto, an undivided fifty percent (50%) of the parties' interest in and to any stock in such corporation PATRICK S. PEVOTO receives in exchange for the release of his rights to said patent shall be her sole and separate property. Further, Grantor agrees to keep Grantee informed in writing of any and all activities concerning this asset within three (3) days of Grantor's actual knowledge of same, and shall provide Grantee an annual accounting of any activity pertaining to said patent applications and/or patents, along with any supplemental documentation referable thereto, on the first day of January of each year. Further, Grantor agrees to diligently pursue issuance of patents on said patent applications and pay the official maintenance fees and annuities on said patents and patent applications. Further, Grantor agrees not to receive any payments referable to the parties' interest in any patents or patent applications including but not limited to United States Patent No. 6,702,759, United States Patent No. 6,936,013, PCT/US02/23579, JP 2004536656, CA 2453526 and EP 1411835 unless said payments are directed by Grantor to be made onehalf (1/2) directly to PATRICK S. PEVOTO and, by separate check, one-half (1/2) directly to JOYCE LYNN PEVOTO. Further, Grantor agrees not to assign, license or encumber any of the parties' interest in the patent or patent application without the consent of Grantee.

Grantor represents, warrants and covenants that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the Grantor, and that the full right to convey the same as herein expressed is possessed by the Grantor.

Page 1 of 2

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

TO BE BINDING on the heirs, assigns, representatives and successors of the Grantor and extend to the successors, assigns and nominees of the Grantee.

	GRANTOR:
Address of Grantor:	PATRICK S. PEVOTO
100 Colt Core Kyk TX 78640	Signed: Ytttull   Will
Ryk 11 18640	Dated:
	ACCEPTED BY GRANTEE:
Address of Grantee:	JOYCE LYNN PEVOTO
1718 Sandia Loop	Signed: Myce Tyomhersto
Austin TX 18735	Dated: 12/30/05