

PATENT RE

11-23-2005

EET

To the Honorable Commissioner of Patents and

and original documents or copy thereof.

1. Name of conveying party (ies):

Tim A. Pflugrath and Mike J. Lothspeich

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

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of name  
☐ Other \_\_\_\_\_

Execution Date: November 14, 2005

receiving party(ies):

Name: GPK Products, Inc.

Address: 1601 43<sup>rd</sup> Street N.W.

City: Fargo State: North Dakota Zip: 58102

Additional name(s) & address(es) attached? ☐ Yes ☒ No113256 U.S. PTO  
11/274837

11-1405

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

If this document is being filed together with a new application, the execution date of the application is: November 14, 2005

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michael S. Neustel (Reg. #41,221)

Address: 2534 South University Drive, Suite No. 4

City: Fargo State: ND Zip: 58103

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40

☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Michael Scott Neustel  
Name of Person Signing

  
Signature (41,221)

11-14-05  
Date

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, BOX ASSIGNMENTS  
Washington, D.C. 20231

PATENT  
REEL: 017249 FRAME: 0147

## ASSIGNMENT OF PATENT RIGHTS

WHEREAS, WE, **Tim A. Pflugrath**, and **Mike J. Lothspeich**, both citizens of the United States (hereinafter "Assignor"), have invented a certain new and useful invention entitled **Locator Plug System** (hereinafter "Invention") as described in the patent application filed herewith (Attorney Docket No. GPKP-001); and

WHEREAS, **GPK Products, Inc.** a corporation organized in the State of North Dakota, having a place of business at 1601 43<sup>rd</sup> Street N.W., Fargo, North Dakota 58102 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to said Invention, as described in United States patent application about to be filed in the United States Patent and Trademark Office on 11-14-05 and given Serial No. \_\_\_\_\_, and entitled **Locator Plug System**, and in and to all patents of the United States and in any and all foreign countries which may be issued for said Invention, and in and to all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned application in the United States and in any and all foreign countries, as fully and completely as the same would have been held by me had this Assignment and sale not been made, together with all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The said entire right title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (a) I will communicate to Assignee all facts known to me respecting said Invention;
- (b) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and
- (c) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions

covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date appearing beside my name.

Tim A. Pflugrath  
Tim A. Pflugrath

11-14-05  
Date

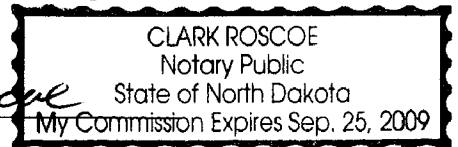
STATE OF North Dakota )

COUNTY OF Cass )

On this 14 day of November, 2005, before me, a notary public within and for said County and State, personally appeared **Tim A. Pflugrath**, to me known to be the person described in and who executed the foregoing instrument.

Clark Roscoe  
Notary Public

My Commission Expires: Sept. 25, 2009



Mike J. Lothspeich  
Mike J. Lothspeich

11-14-05  
Date

STATE OF North Dakota )

COUNTY OF Cass )

On this 14 day of November, 2005, before me, a notary public within and for said County and State, personally appeared **Mike J. Lothspeich**, to me known to be the person described in and who executed the foregoing instrument.

Clark Roscoe  
Notary Public

My Commission Expires: Sept. 25, 2009

