

RECOR

03-02-2006



103187860

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

1. Name(s) of conveying party(ies):

- 1) SCOTT C. FLADGARD
- 2) JOE GAIDJIERGIS
- 3)
- 4)
- 5)
- 6)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party:

Name: SHEAR TECH, INC.

Internal Address: _____

Street Address: 26130 BOND ROAD NE

City: KINGSTON

State WA

Zip: 98346

Additional names & addresses attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Corrective Patent Assignment

Execution Dates:

- 1) JULY 5, 2005
- 2) JULY 5, 2005
- 3) _____
- 4) _____
- 5) _____
- 6) _____

4. Application number(s) or patent number(s): _____ This document is being filed together with a new application.

A. Patent Application No(s).

B. Patent No(s).

D443,806, ISSUED JUNE 19, 2001

Additional numbers attached? ☐ Yes ☒ No

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

Name: DORSEY & WHITNEY LLP

Internal Address: MARCUS SIMON

SUITE 3400

Street Address: 1420 FIFTH AVENUE

City: SEATTLE State: WA ZIP: 98101

6. Total number of applications and patents involved.....

One (1)

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

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1266

03/01/2006 DBYRNE 00000212 D443806

01 FC:8021

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

MARCUS SIMON

Name of Person Signing

Marcus Simon

Signature

FEBRUARY 24, 2006

Date

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

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, VA 22313-1450

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PATENT
REEL: 017606 FRAME: 0781

CORRECTIVE PATENT ASSIGNMENT

WHEREAS, we, Scott C. Fladgard and Joe Gaidjiorgis (hereinafter referred to as INVENTORS), respectively, are the joint inventors of an invention entitled "FIBER-CEMENT CUTTING TOOL," as described and claimed in United States Letters Patent No. D443,806, issued June 19, 2001;

WHEREAS, under an instrument executed on February 17, 2000, INVENTORS purported to sell, assign and transfer to "Shear Technologies, LLC." INVENTORS' entire right, title and interest in and to said letters patent which assignment was filed of record with the U.S. Patent and Trademark Office on or about February 17, 2000;

WHEREAS, under an instrument executed February 14, 2003, Shear Technologies, LLC purported to sell, assign and transfer to "Shear Technologies, Inc." Shear Technologies, LLC's entire right, title and interest in and to said letters patent which assignment was filed of record with the U.S. Patent and Trademark Office on or about March 7, 2003.

WHEREAS, due to a clerical error and without deceptive intent by any of the parties, the name of the intended assignee as set forth in the foregoing Assignments was misstated, the correct name and intended "Assignee" being "Shear Tech, Inc.," a Washington corporation that was formed under the Washington State Business Corporations Act, Revised Code of Washington Title 23B, on December 8, 2000 and which was assigned Washington State Unified Business Identifier (UBI) 602 083 956.

WHEREAS, Shear Technologies, LLC was never formed and never was the intended "Assignee" of the above-described invention and patent or any other right or asset.

WHEREAS, although there previously was a corporate entity named "Shear Technologies, Inc." formed in Washington State on November 10, 1999, such entity was never organized, never had shareholders or officers, never had assets or operations, never was the intended "Assignee" of the above-described invention and patent or of any other right or asset, and was abandoned and allowed to be administratively dissolved as of November 30, 2003;

WHEREAS, to the contrary, Shear Tech, Inc. (UBI 602 083 956) has for all purposes is acknowledged and agreed by all interested parties as the intended assignee of the patent and has been regarded and treated, since the time of the foregoing Assignment, as the legal

owner and owner-in-fact of all right, title and interest in the above-described invention and patent, including for purposes of exercising the exclusive right to license and receive royalties on the patent, and has reported and paid state, local and federal taxes on such royalties, has established its books and records and conducted its business operations as the sole and exclusive owner of such patent, and has made distributions of its profits received from such royalty streams to its shareholders;

WHEREAS, the parties wish to correct the drafting error in the above-described Assignments at this time by having the INVENTORS, as the inventors re-execute this corrected Assignment to the intended ASSIGNEE, nunc pro tunc retroactive to the date of the original Assignment;

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, INVENTORS hereby sell, assign and transfer unto "Shear Tech, Inc." (a Washington corporation that was formed on December 8, 2000 and was assigned Washington State UBI 602 083 956), as the original and intended ASSIGNEE, the entire right, title and interest in and to said letters patent and in any and all divisions, reissues and continuations thereof, and to any and all foreign applications directly in the name of ASSIGNEE and the right to claim priority rights thereof, said letters patent to be held and enjoyed by ASSIGNEE for its use and benefit and of its successors and assigns as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, transfer and sale not been made. INVENTORS agree to execute all instruments and documents required for litigation regarding said letters patent, or for the purpose of protecting title to said invention or letters patent therefor.

This Assignment is effective as of dated July 5, 2005, and is intended to correct and supercede the prior Assignment.

July 5, 2005

Date

Joe Gaidjergis
Joe Gaidjergis

State of Washington)

County of King)

ss.

I certify that I know or have satisfactory evidence that Joe Gaidjergis is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated July 5, 2005
Signature of J. Scott Gary
Notary Public
Printed Name J. SCOTT GARY
My appointment expires June 19, 2006

July 5, 2005
Date

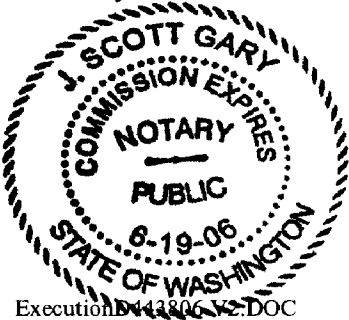
[Signature]
Scott Fladgard

State of Washington)

County of King)

ss.

I certify that I know or have satisfactory evidence that Scott Fladgard is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated July 5, 2005
Signature of J. Scott Gary
Notary Public

Printed Name J. Scott Gary
My appointment expires 6-19-06