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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof	
Name of Conveying Part(ies):     James D. Weber	Name and address of receiving party(ies):  Name: Pieramid Foundation Systems  Internal Address:
Execution Date(s): May 17, 2005	
Additional name(s) of conveying party(ies) attached?☐ Yes No	Street Address: <u>7715 N. Division, Suite B</u>
3. Nature of conveyance:	
Assignment	City: <u>Spokane</u> State: <u>WA</u> Zip: <u>99208</u>
Executive order 9424, Confirmatory License	Additional names(s) & address(es) attached:
Other	☐ Yes No
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)
11/014,263	
Additional numbers attached: 🔲 Yes 🙀 No	Additional numbers attached: 🗌 Yes 💢 No
<ol><li>Name and address of party to whom correspondence concerning document should be mailed:</li></ol>	6. Total number of applications and patents involved: 1
Name: George G. Grigel	7. Total fee (37 CFR 3.41) \$ 40.00
Internal Address: Wells St. John P.S.	Enclosed
Street Address: 601 W. First Avenue, Suite 1300	Authorized to be charged to deposit account
City Cooking Chate WA Zin 00001 0000	8. Deposit account number 23-0925
City: <u>Spokane</u> State: <u>WA</u> Zip: <u>99201-3828</u> Phone Number: (509) 624-4276  Fax Number: (509) 838-3424	
DO NOT USE THIS SPACE	
9. Signature.	
George G. Grigel  Name of Person Signing  Signature  Date	
Total number of pages including cover sheet, attachments and document: 4	

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## PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the "<u>Agreement</u>") is made as of May <u>17</u>, 2005 by and between James D. Weber, a Washington resident ("<u>Weber</u>"), and Pieramid Foundation Systems, a Washington corporation ("<u>Pieramid</u>").

WHEREAS, Weber is the inventor of and owns the rights to the "Load Supporting Device" (the "Invention") that is the subject of U.S.A. Patent Application Serial No. 11/014,263 (the "Patent Application");

WHEREAS, Weber desires now to assign his rights in the Invention and the Patent Application to Pieramid and Pieramid desires to accept such assignment;

## NOW THEREFORE, the parties agree as follows:

1. Assignment of Patent. In return for 490 shares of common stock in Pieramid and other consideration, Weber hereby assigns and transfers to Pieramid all its rights in the Invention and its entire right, title and interest in the Patent Application. Weber hereby authorizes and asks the Director of the U.S. Patent and Trademark Office to issue any patent issued in connection with the Patent Application to Pieramid for its sole use for the full term for which the patent may be granted.

## 2. Miscellaneous.

- (a) Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law.
- (b) Entire Agreement; Enforcement of Rights. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party.
- (c) <u>Severability</u>. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.
- (d) <u>Construction</u>. This Agreement is the result of negotiations between the parties and has been reviewed by each of the parties hereto and their respective counsel,

PATENT REEL: 017688 FRAME: 0242 if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

- (e) <u>Notices</u>. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice.
- (f) <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- (g) <u>Successors and Assigns</u>. The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by, the Company's successors and assigns.

The parties have executed this Agreement as of the date first set forth above.

James D. Weber

PIERAMID FOUNDATION SYSTEMS, INC.

By:

James D. Weber, its President

Address:

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**RECORDED: 02/03/2006**