

3/21/06

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Form PTO-1595 **RECORD.**



U.S. DEPARTMENT OF COMMERCE

(Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

103207612

U.S. Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office:

Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450

1. Name of conveying party(ies):

Venture Management Alliance LLC

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

2. Name and address of receiving party(ies)

Name: CDC Investments, LLLP

Internal Address:

Street Address: 3620 West 10th Street, Unit B-411

City: Greeley State: Colorado Zip: 80634

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment
 Security Agreement
 Merger
 Change of Name
 Other:

Execution Date: March 13, 2006

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

A. Patent Application No.(s): 29/157,431
B. Patent No.(s):

Additional numbers attached? Yes No

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$40.00
 Enclosed
 Authorized to be charged to deposit account

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

Name: CR MILES, P.C.
Internal Address:
Street Address: 1 Old Town Square, Suite 200 B
City: Fort Collins State: CO Zip: 80524

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Name of Person Signing:

Craig R. Miles
USPTO Registration Number 45,954

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

Signature

03-21-06
Date

FINANCE SECTION
MAR 21 2006

03/24/2006 DBYRME 00000120 29157431

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UNITED STATES PATENT AND TRADEMARK OFFICE

Title: Object Hanger
Inventor: Kenneth E. DeLine
Application No.: 29/157,431
Filing Date: 18 March 2002
Group Art Unit:
Examiner Name:
Attorney Docket Number: VentureMGT-Design2

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT is between and among Venture Management Alliance LLC having its principal offices at 3620 West 10th Street, Unit B-411, Greeley CO 80634 USA ("Assignor") and CDC Investments, LLLP having its principal offices located at 3620 West 10th Street, Unit B-411, Greeley CO 80634 USA ("Assignee").

WHEREAS, Assignor owns technology relating to an object hanger including the technology described or indicated in the above-identified application, along with any improvements of such technology (the "Invention");

WHEREAS, Assignor desires to assign all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Assignor warrants that:
 - a. it has the authority to assign all right, title, and interest in an to the Invention;
 - b. it has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. at the time of signing of this Assignment, it neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee.

2. Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
- c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Assignor further covenants and agrees that it will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

4. Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as

provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

5. Assignor further covenants and agrees that it will sign all lawful papers and consents, as well as aid the Assignee in petitioning waiver of access of Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the Invention, as provided above.

6. Assignor grants the firm of CR MILES P.C., or other designated agent, the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the Patent Cooperation Treaty or the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified only to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

SIGNATURES:

I, Kenneth E. DeLine, as Manager of Venture Management Alliance, LLC am empowered to act on behalf of the Assignor.

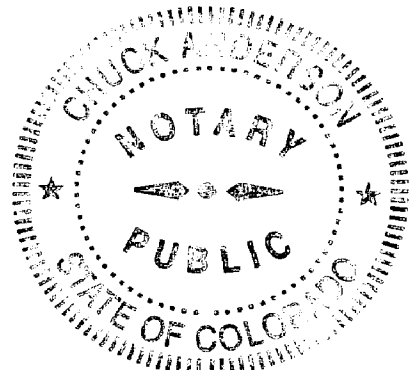
By: *Kenneth E. DeLine*
Kenneth E. DeLine, Manager
Venture Management Alliance, LLC

Date: 3-13-06

UNITED STATES OF AMERICA)
STATE OF COLORADO) ss.
COUNTY OF WELD)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Weld, State of Colorado, United States of America, Kenneth E. DeLine this 13 day of March, 2006. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.

Chuck Anderson
Notary Public
My Commission Expires: 2-18-07



My Commission Expires 02/18/2007