

04-04-2006

Form PTO-1595 (Rev. 08/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDING 103211187
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

3-31-06

1. Name of conveying party(ies)
ANDREW J. PIZER
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Nils Renee DAVIS
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) March 6, 2006
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 2300 W. Eisenhower Blvd.
City: Loveland
State: Colorado
Country: U.S. Zip: 80537
Additional name(s) & address(es) attached? Yes No

OFFICE OF PATENT RECORDS
MAR 31 11 10 AM '06
FINANCE SECTION

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No. (s) _____
B. Patent No. (s) _____
Additional numbers attached? Yes No

B. Patent No. (s)
5,581,964

5. Name and address to whom correspondence concerning document should be mailed:
Name: Andrew J. Pizer
Internal Address: _____
Street Address: 2300 W. Eisenhower Blvd
City: Loveland
State: Colorado zip: 80537
Phone Number: 970 663-1200
Fax Number: 970 292-1024
Email Address: andy@milpond.com

6. Total number of applications and patents involved: (1) one
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40⁰⁰
 Authorized to be charged by credit card #821
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

9. Signature: _____
Signature Andrew J. Pizer
Name of Person Signing Andrew J. Pizer

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____
Total number of pages including cover sheet, attachments, and documents: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

04/03/2006 DBYRNE 00000195 5581964

01 FD:8021

40.00 GP

PATENT
REEL: 017730 FRAME: 0110

JOINT PATENT ASSIGNMENT AGREEMENT

This Assignment Agreement (this "Agreement") is made as of March 6, 2006 (the "Effective Date"), by and between Andrew J. Pizer of 2300 W. Eisenhower Blvd., Loveland, Colorado 80537 ("Assignor"), and Nils Renee Davis of 2300 W. Eisenhower Blvd., Loveland, Colorado, 80537 ("Assignee") (hereinafter referred to collectively as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Assignor has heretofore irrevocably transferred and assigned to Assignee fifty percent (50%) or one-half (1/2) of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to certain proprietary products, patent applications and proprietary information set forth herein and the Parties wish to memorialize such transfer and assignment in this Agreement;

WHEREAS, Assignor desires and agrees to assign to Assignee as of the Effective Date fifty percent (50%) or one-half (1/2) of its rights, title and interest, on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to certain proprietary products, patent applications and proprietary information, as set forth herein;

WHEREAS, On December 10, 1996, U.S. Patent No. 5,581,964 entitled "Wall panel support and securement combination" was duly and legally issued to Andrew J. Pizer (Assignor) and Assignor is the sole owner of all rights, title and interest, including, without limitation, all intellectual property rights, in and to the U.S. Patent No. 5,581,964;

WHEREAS, Assignor has agreed to irrevocably assign to Assignee fifty percent (50%) or one-half (1/2) of its rights, title and interest on a worldwide basis, including, without limitation, all intellectual property rights and moral rights, in and to the United States Patent No. 5,581,964 as set forth herein to the full extent that Assignor has sole license for such patent rights and Assignor has the right to assign such license;

WHEREAS, Assignor and Assignee are husband, wife and life-time business partners and historically have jointly developed, exploited and protected the U.S. Patent No. 5,581,964;

WHEREAS, Assignor had made Nils Renee Davis successor it title to all of his personal property, including the U.S. Patent No. 5,581,964 in 1999;

WHEREAS, Assignor and Assignee have full intention of jointly exploiting and protecting U.S. Patent No. 5,581,964 perpetually;

WHEREAS, Assignor has been granted official permission to certain rights in and to U.S. Patent No. 5,581,964 and has previously assigned no other entity or individual any rights to such patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

For the purposes of this Agreement, the following terms will have the meanings ascribed to them as follows:

1.1 "Patents" means the U.S. Patent No. 5,581,964 as set forth in Exhibit A.

1.2 "Price" means a one-time payment of one dollar (US\$1).

1.3 "Proprietary Information" means any confidential or proprietary information, know-how, or trade secret described or comprised in or relating to the Assigned Property that is not in the public domain or regularly disclosed by Assignee to third parties without confidentiality restrictions.

1.4 "Patent Rights" shall mean (i) the Assigned Patent Rights; (ii) any and all patents arising or resulting from said application and issue; (iii) any and all extensions or other government actions with respect to the foregoing that provide exclusive rights to the patent holder beyond the original patent expiration date; and (iv) any and all substitutions, confirmations, registrations, revalidations, re-examinations, reissues, additions, continuations, continuations-in-part, or divisions of or to any of the foregoing.

2. ASSIGNMENT

Assignor hereby assigns, conveys, sells, grants and transfers and agrees to assign, convey, sell, grant and transfer to Assignee the following rights (collectively, the "Rights"):

2.1 Patents. Subject to the terms and conditions of this Agreement, Assignor hereby assigns, conveys, sells, grants and transfers one half (1/2) of the full title and interest in and to the U.S. Patent No. 5,581,964 and agrees to assign, convey, sell, grant and transfer to Assignee one half (1/2) of all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Patent to the full extent of its ownership or interest therein; including, without limitation, all domestic and foreign patent applications and registrations therefore (and all patents that issue therefrom and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions, and renewals of such applications, registrations and patents, and the right to apply for any of the foregoing); all goodwill associated therewith; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the Patents. Upon Assignee's request, Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably necessary to vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Patents.

2.2 Proprietary Information. Subject to the terms and conditions of this Agreement, Assignor hereby irrevocably assigns, conveys, sells, grants and transfers one half (1/2) of all proprietary rights to Assignee. Assignor hereby assigns one half (1/2) of all of its rights, title and interest of every kind and character throughout the world, including moral rights, in and to the Proprietary Information to the full extent of its ownership or interest therein; including, without limitation, all intellectual property and proprietary rights therein, all goodwill associated therewith, all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing), and any and all other rights and interests arising out of, in connection with or in relation to the Proprietary Information.

3. PAYMENT

As payment for the assignment of Rights granted pursuant to this Agreement, Assignee will pay to Assignor the Price, the receipt and full satisfaction of which is hereby acknowledged by the Parties.

4. GENERAL

4.1 This Agreement, and all disputes, claims or controversies arising validity hereof, or any transaction contemplated hereby shall be governed by and settled in accordance with the laws of State of Colorado.

4.2 No delay, failure or waiver by either Party to exercise any right or remedy under this Agreement, and no partial or single exercise, will operate to limit, preclude, cancel, waive or otherwise affect such right or remedy, nor will any single or partial exercise limit, preclude, impair or waive any further exercise of such right or remedy or the exercise of any other right or remedy.

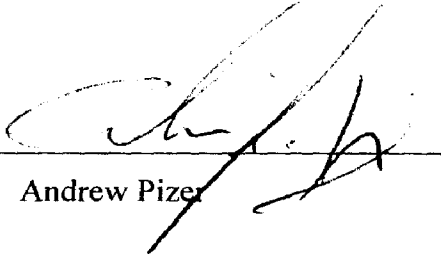
4.3 If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions or of this Agreement as a whole will not be affected; and, in such event, such provision will be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision.

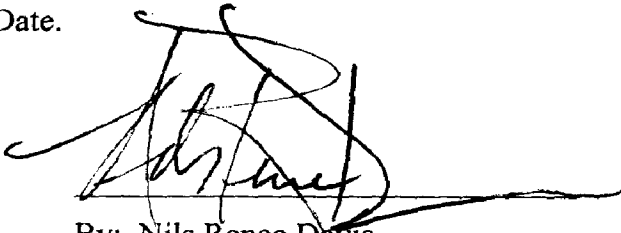
4.4 Except as provided in Section 7.1, this Agreement, including any exhibit(s) hereto which are incorporated herein by this reference, serves to document formally the entire understanding between the Parties relating to the subject matter hereof, and supersedes and replaces any prior or contemporaneous agreements, negotiations or understandings (whether oral or written), relating generally to the same subject matter. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of the Party against which enforcement of the amendment or modification is sought.

4.5 Transfer Recordation Process and Fees. Assignor shall be responsible for conducting the Patent transfer recordation process as required by the U.S. PTO and all costs associated therewith. As from the Effective Date, Assignor and Assignee shall jointly bear all maintenance fees, annuities, registration fees and the like due on the Patent.

4.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

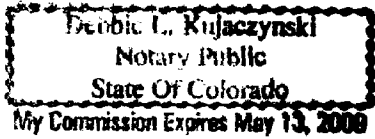

By: Andrew Pizer

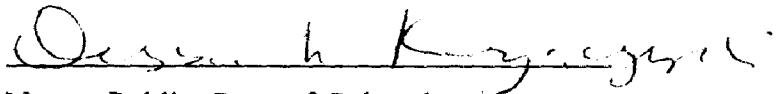

By: Nils Renee Davis

ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF LARIMER)

Personally came before me this 6th day of March, 2006, the above named individuals, Andrew Pizer and Nils Renee Davis, to me known to be the persons who executed the foregoing instrument and acknowledged the same.




Notary Public, State of Colorado
My commission: 5/31/2009

This document consists of five (5) pages.