

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Robert L. Senter	10/13/2005
Robert E. Matuszewski	10/13/2005
RECEIVING PARTY DATA	
Name:	R2 Innovations, LLC
Street Address:	P.O. Box 4652
City:	Englewood
State/Country:	COLORADO
Postal Code:	80155
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11233558
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-629-3400
Email:	sawatzke.ginny@dorsey.com
Correspondent Name:	Gary M. Polumbus/Dorsey & Whitney LLP
Address Line 1:	370 Seventeenth Street, Suite 4700
Address Line 4:	Denver, COLORADO 80202-5647
ATTORNEY DOCKET NUMBER:	34358/US
NAME OF SUBMITTER:	Ginny Sawatzke F/B/O Gary M. Polumbus

CH \$40.00 11233558

Total Attachments: 4
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ASSIGNMENT

WHEREAS, we, Robert L. Senter, residing at 343 Morningstar Way, Castle Rock, Colorado 80108 U.S.A. and Robert E. Matuszewski, residing at 1396 Castle Point Circle, Castle Rock, Colorado 80108 U.S.A., (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "ILLUMINATED FISHING LURE," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/233,558, filed on September 22, 2005 (the "Utility Application") with attorney docket No. 34358/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, R2 Innovations, LLC, a Limited Liability Company organized and existing under the laws of the State of Colorado, and having its principal place of business at P.O. Box 4652, Englewood, Colorado 80155 U.S.A. (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee

may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

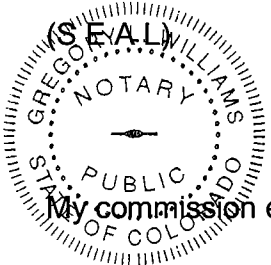
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 10/13/2005

By: 
Robert L. Senter

STATE OF COLORADO)
)
COUNTY OF Douglas) ss.

On this 13th day of October 2005, before me a Notary Public in and for said county, personally appeared Robert L. Senter who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



Gregory L. Williams
Notary Public

My commission expires: March 25, 2006.

My Commission Expires March 25, 2006

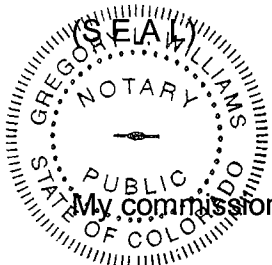
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 10/13/2005

By: [Signature]
Robert E. Matuszewski

STATE OF COLORADO)
)
COUNTY OF Douglas) ss.

On this 13th day of October 2005, before me a Notary Public in and for said county, personally appeared Robert E. Matuszewski who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.



Gregory L. Williams
Notary Public

My commission expires: March 25, 2006.

My Commission Expires March 25, 2006

ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

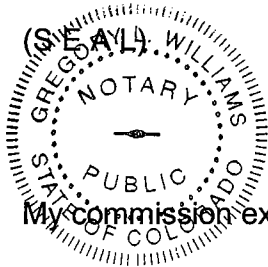
R2 INNOVATIONS, LLC

Date: 10/13, 2005

By: *Robert L. Senter*
Name: Robert L. Senter
Title: Member

STATE OF COLORADO)
COUNTY OF Douglas) ss.

On this 13th day of October 2005, before me a Notary Public in and for said county, personally appeared Robert L. Senter, the above-mentioned representative of the Assignee, R2 Innovations, LLC, who executed the foregoing Acceptance of Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this Acceptance of Assignment and the same was executed as a free act and deed.



Gregory L. Williams
Notary Public

My commission expires: March 25, 2006

My Commission Expires March 25, 2006