

09-11-2006

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
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103304670

2006 SEP -6 PM 2:32

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

1. Name of conveying party(ies)

E-Z Clips, Ltd. d/b/a Slate Direct, a Texas Limited Partnership

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 28, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Terry A. Colip

Internal Address: _____

Street Address: 7120 East Orchard Road, Suite 350

City: Centennial

State: Colorado

Country: USA Zip: 80111

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

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)

US 6,148,578

Additional numbers attached? ☐ Yes ☒ No

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

Name: Alan R. Thiele, Strasburger & Price, LLP

Internal Address: IP Docketing Department

Street Address: 901 Main Street, Suite 4400

City: Dallas

State: Texas Zip: 75202

Phone Number: 210.250.6014

Fax Number: 210.258.2717

Email Address: alan.thiele@strasburger.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

09/08/2006 DBYRNE 00000004 014870

Signature

September 6, 2006

Date

40.00 OP

Alan R. Thiele

Name of Person Signing

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

15

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

PATENT
REEL: 018268 FRAME: 0427

2. Additional Name(s) and Address(es) of Receiving Party(ies):

Greg R. Colip
4046 Rolling Terrace
Spring, TX 77388

Richard Young
2105 South Main Street
Mapleton, UT 84664

Howard Van Deusen
1856 Palisades Lake Court
Lake Oswego, OR 97034

ASSIGNMENT

E-Z Clips, Ltd. d/b/a Slate Direct, a Texas Limited Partnership having an office and place of business at 1100 N.E. Loop 410, Suite 617, San Antonio, Texas 78209 ("Assignor") is the owner of the patent listed in Exhibit A (the "Patent") annexed hereto and made a part hereof; and

The following persons are hereinafter individually referred to as "Assignee" and collectively as "Assignees:"

Terry A. Colip, an individual who resides at 7120 East Orchard Road, Suite 350, Centennial, Colorado 80111;

Greg R. Colip, an individual who resides at 4046 Rolling Terrace, Spring, Texas 77388;

Richard Young, an individual who resides at 2105 South Main Street, Mapleton, Utah 84664; and

Howard Van Deusen, an individual who resides at 1856 Palisades Lake Court, Lake Oswego, Oregon 97034.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: be it known that for good and valuable consideration, the receipt of which is hereby acknowledged, the aforesaid Assignor has sold, conveyed, assigned and transferred, and by these presents does hereby sell, convey, assign and transfer unto each said Assignee the percentage interest set forth beside each Assignee's name in Exhibit "B" annexed hereto, in and to the aforesaid United States Patent, the same percentage interest to be held and enjoyed by each said Assignee and his successors and assigns to the end of the term for which said Patent has been granted.

Pursuant to the Settlement Agreement and Release dated effective as of

July 28, 2006, the Assignor, each Assignee and each of its/his respective successors and assigns retains a royalty-free, non-exclusive license from each other party under the Patent to make, have made, use, and sell the invention claimed in the Patent.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed and delivered effective this 28th day of July, 2006, notwithstanding the date of execution.

ASSIGNOR:

E-Z CLIPS, LTD. d/b/a SLATE DIRECT
A Limited Partnership

By: 2.0 L.L.C., General Partner
A Texas Limited Liability Company

BY 
DAVID NOWACEK, Member

ASSIGNEES:

TERRY A. COLIP

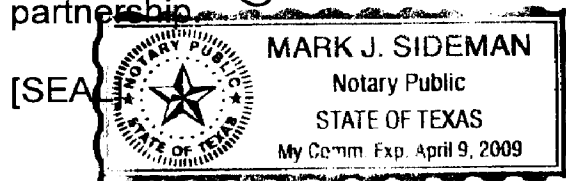
GREG R. COLIP

HOWARD VAN DEUSEN

RICHARD YOUNG

STATE OF TEXAS §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me this 28 day of May, 2006, by David Nowacek, Member of 2.0 L.L.C., General Partner of E-Z Clips, Ltd., on behalf of E-Z Clips, Ltd. d/b/a Slate Direct, a limited partnership.



Mark J. Sideman
Notary Public, State of Texas

STATE OF COLORADO §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by TERRY A. COLIP.

[SEAL]

Notary Public, State of Colorado

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by GREG R. COLIP.

[SEAL]

Notary Public, State of Texas

STATE OF OREGON §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by HOWARD VAN DEUSEN.

[SEAL]

Notary Public, State of Oregon

Pursuant to the Settlement Agreement and Release dated effective as of

_____, the Assignor, each Assignee and each of its/his respective successors and assigns retains a royalty-free, non-exclusive license from each other party under the Patent to make, have made, use, and sell the invention claimed in the Patent.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed and delivered effective this ____ day of _____, 2006, notwithstanding the date of execution.

ASSIGNOR:

E-Z CLIPS, LTD. d/b/a SLATE DIRECT
A Limited Partnership

By: 2.0 L.L.C., General Partner
A Texas Limited Liability Company

BY _____

DAVID NOWACEK, Member

ASSIGNEES:



TERRY A. COLIP

GREG R. COLIP

HOWARD VAN DEUSEN

RICHARD YOUNG

STATE OF TEXAS §
COUNTY OF _____ §

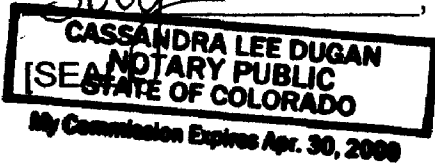
The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by David Nowacek, Member of 2.0 L.L.C., General Partner of E-Z Clips, Ltd., on behalf of E-Z Clips, Ltd. d/b/a Slate Direct, a limited partnership.

[SEAL]

Notary Public, State of Texas

STATE OF COLORADO §
COUNTY OF Arapahoe §

July The foregoing instrument was acknowledged before me this 29th day of _____, 2006, by TERRY A. COLIP.



[Signature]
Notary Public, State of Colorado

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by GREG R. COLIP.

[SEAL]

Notary Public, State of Texas

STATE OF OREGON §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by HOWARD VAN DEUSEN.

[SEAL]

Notary Public, State of Oregon

Pursuant to the Settlement Agreement and Release dated effective as of _____, the Assignor, each Assignee and each of its/his respective successors and assigns retains a royalty-free, non-exclusive license from each other party under the Patent to make, have made, use, and sell the invention claimed in the Patent.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed and delivered effective this ____ day of _____, 2006, notwithstanding the date of execution.

ASSIGNOR:

E-Z CLIPS, LTD. d/b/a SLATE DIRECT
A Limited Partnership

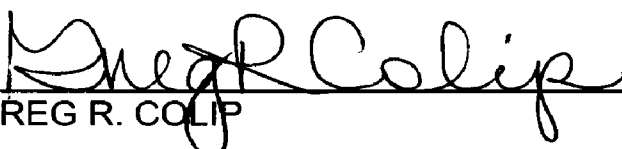
By: 2.0 L.L.C., General Partner
A Texas Limited Liability Company

BY _____

DAVID NOWACEK, Member

ASSIGNEES:

TERRY A. COLIP


GREG R. COLIP

HOWARD VAN DEUSEN

RICHARD YOUNG

STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by David Nowacek, Member of 2.0 L.L.C., General Partner of E-Z Clips, Ltd., on behalf of E-Z Clips, Ltd. d/b/a Slate Direct, a limited partnership.

[SEAL]

Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF _____ §

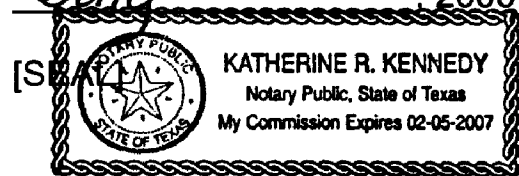
The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by TERRY A. COLIP.

[SEAL]

Notary Public, State of Colorado

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 31 day of July, 2006, by GREG R. COLIP.



Katherine R. Kennedy
Notary Public, State of Texas

STATE OF OREGON §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by HOWARD VAN DEUSEN.

[SEAL]

Notary Public, State of Oregon

Pursuant to the Settlement Agreement and Release dated effective as of _____, the Assignor, each Assignee and each of its/his respective successors and assigns retains a royalty-free, non-exclusive license from each other party under the Patent to make, have made, use, and sell the invention claimed in the Patent.

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ASSIGNOR:

E-Z CLIPS, LTD. d/b/a SLATE DIRECT
A Limited Partnership

By: 2.0 L.L.C., General Partner
A Texas Limited Liability Company

BY _____

DAVID NOWACEK, Member

ASSIGNEES:

TERRY A. COLIP

GREG R. COLIP



HOWARD VAN DEUSEN

RICHARD YOUNG

STATE OF TEXAS §
 §
COUNTY OF _____§

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by David Nowacek, Member of 2.0 L.L.C., General Partner of E-Z Clips, Ltd., on behalf of E-Z Clips, Ltd. d/b/a Slate Direct, a limited partnership.

[SEAL]

Notary Public, State of Texas

STATE OF COLORADO §
 §
COUNTY OF _____§

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by TERRY A. COLIP.

[SEAL]

Notary Public, State of Colorado

STATE OF TEXAS §
 §
COUNTY OF _____§

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by GREG R. COLIP.

[SEAL]

Notary Public, State of Texas

STATE OF OREGON §
 §
COUNTY OF Clackamas §

August The foregoing instrument was acknowledged before me this 1st day of _____, 2006, by HOWARD VAN DEUSEN.

[SEAL]

[Signature]
Notary Public, State of Oregon



Pursuant to the Settlement Agreement and Release dated effective as of _____, the Assignor, each Assignee and each of its/his respective successors and assigns retains a royalty-free, non-exclusive license from each other party under the Patent to make, have made, use, and sell the invention claimed in the Patent.

IN WITNESS WHEREOF, Assignor and Assignees have caused this Agreement to be duly executed and delivered effective this ____ day of _____, 2006, notwithstanding the date of execution.

ASSIGNOR:

E-Z CLIPS, LTD. d/b/a SLATE DIRECT
A Limited Partnership

By: 2.0 L.L.C., General Partner
A Texas Limited Liability Company

BY _____

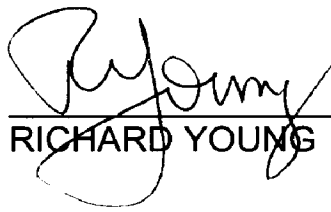
DAVID NOWACEK, Member

ASSIGNEES:

TERRY A. COLIP

GREG R. COLIP

HOWARD VAN DEUSEN



RICHARD YOUNG

STATE OF UTAH §
COUNTY OF Utah §

The foregoing instrument was acknowledged before me this 7 day of August, 2006, by RICHARD YOUNG.

[SEAL]



NOTARY PUBLIC
SHARLYN JEX
45 S. State Street
Orem, UT 84058
My Commission Expires
December 8, 2007
STATE OF UTAH

Sharlyn Jex
Notary Public, State of Utah

**EXHIBIT A
TO
ASSIGNMENT**

UNITED STATES PATENT				
U.S. Patent No.	Filing Date	Title	Assignor	Assignees
6,148,578	June 17, 1998	Slate and Interlayment Roof and a Method of Preparing the Same	E-Z Clips, Ltd.	Terry A. Colip; Greg R. Colip; Richard Young; Howard Van Deusen

301212.1/SPSA/19371/0101/072806

EXHIBIT A

**PATENT
REEL: 018268 FRAME: 0440**

EXHIBIT "B"

PERCENTAGE INTERESTS ASSIGNED

IN U.S. PATENT NO. 6,148,518

Greg R. Colip	12.83%
Terry A. Colip	11.83%
Howard Van Deusen	3.50%
Richard Young	<u>1.00%</u>
Total:	29.16%

301745.1/SPSA/19371/0101/072706