# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Richard Varner	03/12/2004
James D. Barber	03/12/2004
James Talaric	03/12/2004

## **RECEIVING PARTY DATA**

Name:	Fusion Specialties, Inc.
Street Address:	2400 Industrial Lane
City:	Broomfield
State/Country:	COLORADO
Postal Code:	80020

## PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	11567112

#### **CORRESPONDENCE DATA**

Fax Number: (303)499-8089

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-499-8080

Email: winner@greenwin.com

Correspondent Name: Ellen P. Winner

Address Line 1: 4875 Pearl East Circle

Address Line 2: Suite 200

Address Line 4: Boulder, COLORADO 80301

ATTORNEY DOCKET NUMBER: 11-00B

NAME OF SUBMITTER: Ellen Winner

Total Attachments: 3

source=11-00B\_Assignment#page1.tif

PATENT REEL: 018604 FRAME: 0792

500191137

source=11-00B\_Assignment#page2.tif source=11-00B\_Assignment#page3.tif

PATENT REEL: 018604 FRAME: 0793

#### ASSIGNMENT

WHEREAS, we, RICHARD VARNER, 6455 Saddleback Avenue, Longmont, CO 80504; JAMES D. BARBER, 6099 Brigadoon Drive, Longmont, CO 80503; and JAMES TALARIC, 638 Manorwood Lane, Louisville, CO 80027; (herein called "ASSIGNORS"), are the inventors of the invention "DISPLAY FORM HAVING MAGNETICALLY ATTACHABLE PARTS" for which we have executed an application for a Patent of the United States, filed March 9, 2004, Application Serial No. 10/797,624

WHEREAS, FUSION SPECIALTIES, INC. (herein called "ASSIGNEE"), organized and existing under the laws of the State of Colorado, having a principal place of business at 2400 Industrial Lane, Broomfield, CO 80020-1642, is desirous of obtaining our entire right, title and interest in, to and under the said subject matter and the said U.S. patent application;

NOW, THEREFORE, in consideration of our contractual or other legal obligations, and other good and valuable consideration the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States Application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority of the United States under the International Union for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith;

Page 1 of 3

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

AND WE HEREBY authorize the above-mentioned assignee or its legal representative to insert in this instrument the filing date and serial number of our said application or any other information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN TESTIMONY WHEREOF, we hereunto set our hand and seal the day and year set opposite our signatures.

RICHARD VARNER

STATE OF Colorado )
COUNTY OF Broomfield)

BEFORE ME, the undersigned authority, on this Ata day of March 2004, personally appeared Richard Varner, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same of his oursides will for the purposes and consideration therein expressed.

(SEAL)

My commission expires:

My Commission Expires **January 8, 2008** 

Page 2 of 3

3.12.04 James D. Back
DATE JAMES D. BARBER
STATE OF Colorado
STATE OF Colorado ) COUNTY OF Broomfield ) ss.
BEFORE ME, the undersigned authority, on this day of March, 2004, personally appeared James D. Barber, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same of the will for the purposes and consideration therein expressed.  NOTARY  (SEAL)
My commission expires:  My Commission Expires  January 8, 2008
3-12-04 DATE  JAMES TALARICH  JAMES TALARICH
JAMES/TALARIC /
STATE OF Colorado
STATE OF Colorado )  COUNTY OF Broanfield)
BEFORE ME, the undersigned authority, on this day of March, 2004, personally appeared James Talaric, known to me to be the person whose name is subscribed to the foregoing instrument and who acknowledged to me that he executed the same of his own the will be purposes and consideration therein expressed.

My commission expires:

**RECORDED: 12/08/2006** 

(SEAL)

My Commission Expires January 8, 2008

Page 3 of 3

PATENT REEL: 018604 FRAME: 0796