

12-28-2007

Docket No.: P 1200.27001

FOR: PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV04



SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies):  
A&P Marketing & Development

2. Name and address of receiving party(ies):

Name: Tile Essentials, Inc.

Internal Address: \_\_\_\_\_

12-26-07

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

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

Execution Date(s): 3-30-2005

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

Street Address: 821 NW 11th Avenue, #615

City: Portland

State: Oregon

Country: \_\_\_\_\_ ZIP: 97209

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

4. Application or patent numbers(s):

A. Patent Application No.(s)

10/059,534

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Garth Janke, Reg. No. 40,662

Internal Address: Portland Intellectual Property, LLC

Street Address: 900 SW Fifth Avenue, Suite 1820

City: Portland

State: Oregon ZIP: 97204

Phone Number: 503-224-2180

Fax Number: 503-224-2226

Email Address: \_\_\_\_\_

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 0000021 10059534

Expiration Date 40.00 01

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature  
Garth Janke

December 19, 2007

Date

Name of Person Signing

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

5

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, VA 22313-1450

PATENT  
REEL: 020310 FRAME: 0001

**ASSIGNMENT**

**WHEREAS**, A&P Marketing & Development, LLC, an Oregon corporation having a principal place of business at 7100 SW Fir Loop, Tigard, Oregon 97223 (hereinafter "ASSIGNOR"), is the owner of all rights and interests in a United States Patent application directed to an invention entitled "Tile Shaping Bench, which application was filed on January 29, 2002, having U.S. Serial No. 10/059,534;

**WHEREAS**, Tile Essentials, Inc., an Oregon corporation having a principal place of business at 821 NW 11<sup>th</sup> Avenue, Portland, Oregon 97209,, (hereinafter "ASSIGNEE") is desirous of acquiring the exclusive right, title, and interest in and to the invention and any patent applications filed thereon, and in and to any Letters Patent or similar legal protection to be granted and issued therefore in the United States of America, its territories and possessions, and in all countries foreign thereto;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration acknowledged by the ASSIGNOR to have been received in full from the ASSIGNEE:

The ASSIGNOR does hereby sell, assign, transfer, and convey unto the ASSIGNEE, the entire right, title, and interest (a) in and to the application and the invention; (b) in and to all rights to apply for foreign patents on the invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on the invention in the United States or any foreign country, including each and every application filed and each and every patent

granted on any application which is a division, substitution, continuation, or continuation-in-part of any of the applications, and (d) in an to each and every reissue or extensions of any of the patents.

The ASSIGNOR hereby covenants and agrees to cooperate with the ASSIGNEE to enable the ASSIGNEE to enjoy the fullest extent the right, title, and interest herein conveyed in the United States and foreign countries. Such cooperation by the ASSIGNOR shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations, or other papers, and other assistance all to the extent deemed necessary or desirable by the ASSIGNEE (a) for perfecting in the ASSIGNEE the right, title, and interest herein conveyed; (b) for prosecuting any of the applications; (c) for filing and prosecuting substitute, divisional, continuing, or additional applications covering the invention; (d) for filing and prosecuting applications for reissuance of any of the patents; (e) for interference or other priority proceedings involving the invention, and (f) for legal proceedings involving the invention and any applications therefor, and any patents granted thereon, including, without limitation, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions, and court actions, provided, however, that the expense incurred by the ASSIGNOR in providing such cooperation shall be paid for by the ASSIGNEE.

The terms and covenants of this Assignment shall inure to the benefit of the ASSIGNEE, its successors, assigns, and other legal representatives and shall be binding upon the ASSIGNOR, its respective heirs, legal representatives, and assigns.

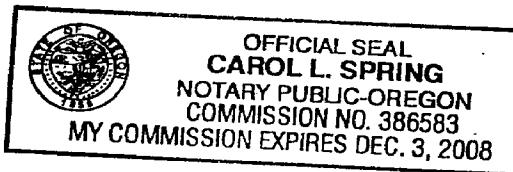
The ASSIGNOR hereby warrants and represents that it has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

Executed at Tigard, Oregon, this 30<sup>th</sup> day of March, 2005.

By: *Marc Dollahite*

Marc Dollahite, President  
A&P Marketing & Development, LLC

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )



Before me this 30<sup>th</sup> day of March 2005, personally appeared the above-named individual, to me known to be the person who is described in and who executed the foregoing assignment instrument and acknowledged to me that he executed the same of his own free will for the purpose therein expressed.

*Carol L Spring*  
Notary Public for *Oregon*  
My commission expires: *12/3/08*

[SEAL]

**CERTIFICATE OF MAILING BY FIRST CLASS MAIL (37 CFR 1.8)**Applicant(s): **Aaron James Crowley**

Docket No.

**P 1200.27001**

Application No.

**10/059,534**

Filing Date

**1-29-2002**

Examiner

**Bryan R. Muller**

Customer No.

**74310**

Group Art Unit

**3723**Invention: **TILE SHAPING BENCH**I hereby certify that this Assignment, Assignment Recordation Cover Sheet, \$40 Check, and return postcard*(Identify type of correspondence)*

is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope

addressed to "Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450" [37 CFR 1.8(a)] on

December 19, 2007*(Date)***Diane Thomas***(Typed or Printed Name of Person Mailing Correspondence)**(Signature of Person Mailing Correspondence)***Note: Each paper must have its own certificate of mailing.**