

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. James W. Gibboney	01/02/2008
RECEIVING PARTY DATA	
Name:	Ventur Research & Development Corporation
Street Address:	340 Mystical Way
City:	St. Augustine
State/Country:	FLORIDA
Postal Code:	32080
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29234147
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ATTORNEY DOCKET NUMBER:	23674-79
NAME OF SUBMITTER:	Michael A. Mann
Total Attachments: 4	
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CH \$40.00 29234147

**Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)**

Docket No.
23674-79

This is an Assignment of the following rights, title and interest: (check all that apply):

- United States of America rights, title and interest in the invention*
- Foreign rights, title and interest in the invention*
- United States Patent Application Serial No. _____*
Date of Execution: _____ Date of Filing: _____
- United States Provisional Patent Application Serial No. _____*
- United States Patent No(s). D527,484*
- International (PCT) Patent Application Serial No. _____*
- Other (specify) _____*

Title of the Invention

CANDLE LAMP

Inventors (assignors)

<i>Name</i>	<i>Address</i>
James W. Gibboney	3910 Dial Mill Road, Conyers, GA 30013
David Fussell	1069 Laurel Grove Court, Suwanee, Georgia 30024

Assignee

<i>Name</i>	<i>Address</i>
Ventur Research & Development Corporation	340 Mystical Way St. Augustine, FL 32080

**Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)**

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Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;


Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Director of the United States Patent and Trademark Office to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

Inventors' Signatures (if Notarization is desired, do not sign here and proceed to next page)

Name	Signature/Date
James W. Gibboney	 1/2/08
David Fussell	

NEXSEN PRUET

MEMORANDUM

TO: Sonny Bryan
FROM: Michael A. Mann
DATE: October 24, 2007
RE: Candle Design Patent and the Lack of an Assignment by David Fussell

CLIENT-MATTER NO.: 23674-1

Design Patent for a Candle Lamp design USD527484 was invented by Jim Gibboney and David Fussell. Mr. Gibboney assigned his inventor rights in favor of Ventur Research and Development Corp., but Mr. Fussell never did. The question arises as to whether Mr. Fussell is a co-owner of that design along with Ventur Research and Development Corp. The answer, in my opinion is no, the patent is owned solely by Ventur.

At common law, if an employee invented some device that related to his employer's business, the invention was owned by the employee *unless* (1) he assigned all rights, title and interest to his employer, (2) he was hired to invent or (3) he was an officer and the invention was related to his company's business.

In Scott Systems Inc. v. Scott, Colorado Court of Appeals 53 USPQ2d 1692, at 1695 (2000), the court noted that "[a]ll officers and directors of a corporation owe a fiduciary duty to the corporation and to its stockholders. They are required to act in good faith and in a reasonable manner in the best interests of those parties...Such a fiduciary duty obligates an officer or director to assign a patent to the corporation if the invention was developed while he or she was employed by the corporation and it is related to the corporation's business." In Great Lakes Press Corp. v. Froom, US District Court Western District of New York, 7 USPQ2d 1070, at 1075 (1987), the court held on a motion for summary judgment that, "as President of Rendoll [the employer], defendant had a legal duty to assign to Rendoll patents and inventions." Important in the court's decision was the fact that Froom had overall control of the entire operation of the company and made all the day-to-day decisions except those reserved for the board of directors.

In an article in the Tennessee Law Journal by Peter Brewer of Baker, Donelson, Bearman, Caldwell & Berkowitz PC, under the title "*Who Owns the Invention? Addressing Owners Claims of Employees and Contractors*", he states that "the existence of an implied-in-fact contract to assign inventive rights is a question addressed on a case-by-case basis. The courts will consider such factors as: ...whether the employee was also an officer or director of the company who may owe special duties to the corporation..." In an article in the Intellectual Property Advisory, by the law firm Wiggins and Dana, the author states that "courts may imply an assignment from an inventor-employee to his or her employer based on their fiduciary relationship. Essentially, this rule is based on the state law of fiduciary duty that certain employees, typically officers and directors, owe to the corporation not to compete with, or usurp opportunities of, the corporation."

David Fussell was president of Ventur during the time this design was conceived and reduced to practice (the design patent application was filed July 14, 2005) and therefore had an obligation to assign his inventor rights to Ventur. Ventur may thus assert its rights to his undivided interest in this patent.

If Mr. Fussell had a written contract of employment, it may be possible to record that document in the US Patent and Trademark Office to provide notice to third parties that he, as an officer of Ventur, was obliged to assign such inventions to the company.

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