

U.S. PTO
12/076635
03/20/2008

03-31-2008

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

RE



103492891

To the Director of the U.S. Patent and Trademark Office

Contents or the new address(es) below.

1. Name of conveying party(ies)

Robert A. Bigsby, Terence John S. Bigsby and Claus Gerlach

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

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

Execution Date(s) August 27, 2004

- ☒ 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: ASPENWARE INC.

Internal Address: _____

Street Address: #2 3302 30th Avenue

City: Vernon

State: British Columbia

Country: Canada Zip: V1T 2C8

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Antony C. Edwards

Internal Address: _____

Street Address: P.O. Box 26020, #222, 204-2565 Main St

City: Westbank

State: British Columbia Zip: V4T 2G3

Phone Number: 250-769-4144

Fax Number: 250-769-4104

Email Address: aedwards@horsepowerip.com

6. Total number of applications and patents involved: _____

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 8005

Expiration Date 08/08

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: _____

Signature

March 20, 2008

Date

Antony C. Edwards
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

USPTO - MAIL STOP ASSIGNMENTS - 1-571-273-0140 Our File: ACE-40080

03/21/2008 CNGUYEN2 00000124 12076635

04 FC:8021

40.00 OP

PATENT
REEL: 020738 FRAME: 0699

ASSIGNMENT

WHEREAS WE, Michael D. Allen, Robert A. Bigsby, Terence John S. Bigsby and Claus R. Gerlach (hereinafter the Assignors), of, respectively, R.R. #7, Site 13, Compartment 103, Vernon, British Columbia, V1T 7Z3, Canada, are the co-inventors of certain inventions or improvements described and claimed in the application filed herewith entitled:

PROCESS OF PRODUCTION OF DISPOSABLE WOODEN CUTLERY AND PRODUCT THEREOF

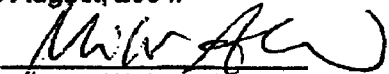
AND WHEREAS, ASPENWARE INC. (hereinafter the Assignee), whose registered and records office is #2 3302 30th Avenue, Vernon, British Columbia, V1T 2C8, Canada is desirous of acquiring the entire right, title and interest in and to the said invention or improvements, and in and to the said Application(s), and in, to and under any and all Letters Patent which may be granted on or as a result thereof in any and all countries;

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WE, the Assignors, do each agree to, and do hereby sell, assign, transfer and set over to the Assignee the entire right, title and interest in and to the said inventions, and any and all corresponding patent applications, and continuations, continuation-in part, divisions, renewals of or substitutes for such corresponding patent applications, and in, to and under any and all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent; and WE have on this date assigned to and hereby authorize the Assignee to file and prosecute in our names applications for Letters Patent for the said inventions in Canada, the United States of America, and all other countries, or Patent Cooperation Treaty applications or other regional applications the same to be held and enjoyed by the Assignee, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by us, had this assignment, sale and transfer not been made;

AND WE hereby covenant 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, and WE further covenant and agree that WE will, each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said inventions or corresponding patent applications and said Letters Patent, in the Assignee, its successors, assigns, nominees or legal representatives, and WE agree to communicate to the Assignee, or its nominees, all known facts respecting said inventions, said corresponding patent applications and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, continuation-in-part, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid the Assignee, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said inventions in any and all countries, all at the expense, however, of the Assignee or its successors, assigns, nominees or legal representatives;

AND WE hereby authorize and request the Commissioner of Patents of Canada and the United States, and any official of any country or countries foreign to Canada or the United States whose duty it is to issue patents on applications as aforesaid, to issue to the Assignee, as assignee of the entire right, title and interest, any and all Letters Patent for said inventions or improvements, which may be issued and granted on or as a result of the applications aforesaid, in accordance with the terms of this Assignment.

EXECUTED at Vernon, British Columbia, this 27th day of August, 2004.

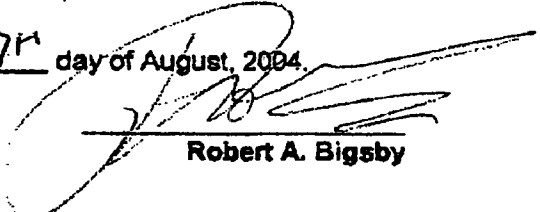

Michael D. Allen

NOTARIAL CERTIFICATE

On this 27th day of August, 2004, before me, personally appeared Michael D. Allen, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Notary Public
My Commission is for Life

EXECUTED at Vernon, British Columbia, this 27th day of August, 2004.


Robert A. Bigsby

NOTARIAL CERTIFICATE

On this 27 day of August, 2004, before me, personally appeared Robert A. Bigsby, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Notary Public
My Commission is for Life

RICHARD J. ENNS

A Lawyer and Notary in and for the
Province of British Columbia

#2, 3302 - 30th Avenue

Vernon, B.C. V1T 2C8

Tel. # (250) 545-8059

Fax # (250) 545-8057

PATENT

REEL: 020738 FRAME: 0701

EXECUTED at Vernon, British Columbia, this 27th day of August, 2004.


Terence John S. Bigsby

NOTARIAL CERTIFICATE

On this 27th day of August, 2004, before me, personally appeared Terence John S. Bigsby, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Notary Public
My Commission Is for Life

EXECUTED at Vernon, British Columbia, this 27th day of August, 2004.


Claus R. Gerlach

NOTARIAL CERTIFICATE

On this 27th day of August, 2004, before me, personally appeared Claus R. Gerlach, known to me to be the individual who executed the foregoing instrument, and who acknowledged to me that he executed the same of his own free will and for the purpose therein set forth.


Notary Public
My Commission Is for Life

STATEMENT OF ACCEPTANCE

The foregoing Assignment is hereby accepted this 27th day of August, 2004.

ASPENWARE INC.

By: 

Name: Terence John S. Bigsby

Title: President / Director