

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

04-22-2008

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



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

Documents or the new address(es) below.

1. Name of conveying party(ies)

Lauren Arthur Groth

2. Name and address of receiving party(ies)

Name: Dane Christensen

Internal Address: _____

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

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

Execution Date(s) 9-17-07☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☒ Other Decree of DivorceStreet Address: 4851 Dawnview TerraceCity: Golden ValleyState: MNCountry: USA Zip: 55422Additional 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)

10/699,130

Additional numbers attached? ☐ Yes ☒ No

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

Name: Martha Bourne, Attorney

Internal Address: _____

Street Address: 1177 West Loop S., Ste 650City: HoustonState: TX Zip: 77027Phone Number: 713-961-9663Fax Number: 713-961-4753

Email Address: _____

6. Total number of applications and patents involved: 17. 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: Martha Bourne

Signature

4-18-08

Date

MARTHA BOURNE

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 17

Documents to be recorded (including cover sheet) should be faxed to (877) 227-8399, or mailed to: 18699138
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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PATENT

REEL: 020882 FRAME: 0045

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No. 2006-33113

IN THE MATTER OF
THE MARRIAGE OFDANE DUBE CHRISTENSEN
AND
LAUREN ARTHUR GROTH

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

308th JUDICIAL DISTRICT

Agreed Final Decree of Divorce

On June 29, 2007 the Court heard this case.

1. Appearances

Petitioner, DANE DUBE CHRISTENSEN, previously made a general appearance and now indicates that an agreement has been reached by adding her signature as well as that of her attorney of record, MARTHA BOURNE, as indicated below.

Respondent, LAUREN ARTHUR GROTH, appeared in person and through his attorney of record, Christine K. Lincoln, and announced that an agreement has been reached and further confirms by adding his signature and that of his attorney, CHRISTINE K. LINCOLN, as indicated below.

2. Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-days. All persons entitled to citation were properly cited.

3. Record

The making of a record of testimony was waived by the parties with the consent of the Court.

4. Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

5. Agreement of Parties

The Court finds that the parties have entered into a written agreement as contained in this decree by virtue of having approved this decree as to both form and substance. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court approves the agreement of the parties as contained in this Final Decree of Divorce.

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED
CHARLES BACARISSE
DISTRICT CLERK
HARRIS COUNTY, TEXAS
2007
AUG 31 AM 9:41
FAMILY DIVISION

VS 16

VS 165

The agreements in this Final Decree of Divorce were reached in mediation with Sherri L. Cothrun. This Final Decree of Divorce is stipulated to represent a merger of a mediated settlement agreement between the parties. To the extent there exist any differences between the mediated settlement agreement and this Final Decree of Divorce, this Final Decree of Divorce shall control in all instances.

6. *Divorce*

IT IS ORDERED AND DECREED that DANE DUBE CHRISTENSEN, Petitioner, and LAUREN ARTHUR GROTH, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

7. *Children of the Marriage*

The Court finds that there is no child of the marriage of Petitioner and Respondent under the age of eighteen or otherwise entitled to support and that none is expected.

8. *Division of Marital Estate*

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party. The Court further finds that each party intends to remain an existing investor in the same Vanguard funds in which the community estate is currently invested, and have divided those funds on a pro rata basis according to the Schedules attached hereto.

IT IS ORDERED AND DECREED that Petitioner DANE DUBE CHRISTENSEN is awarded the property listed in Schedule 1, attached hereto and incorporated herein for all purposes as Petitioner's sole and separate property, and Respondent is divested of all right, title, interest, and claim in and to such property.

IT IS ORDERED AND DECREED that Respondent LAUREN ARTHUR GROTH is awarded the property listed in Schedule 2, attached hereto and incorporated herein for all purposes, as Respondent's sole and separate property, and Petitioner is hereby divested of all right, title, interest, and claim in and to such property.

IT IS ORDERED AND DECREED that Petitioner DANE DUBE CHRISTENSEN shall pay, as a part of the division of the estate of the parties, the debts and obligations listed in Schedule 3, attached hereto and incorporated herein for all purposes, and shall indemnify and hold Respondent and Respondent's property harmless from any failure to so discharge those debts and obligations.

IT IS ORDERED AND DECREED that Respondent LAUREN ARTHUR GROTH shall pay, as a part of the division of the estate of the parties, the debts and obligations listed in Schedule 4, attached hereto and incorporated herein for all purposes, and shall indemnify and hold Petitioner and Petitioner's property harmless from any failure to so discharge these debts and obligations.

IT IS ORDERED AND DECREED that Petitioner DANE DUBE CHRISTENSEN'S, separate property is confirmed and listed in Schedule 5, attached hereto and incorporated

herein for all purposes, as Petitioner's sole and separate property, and Respondent is hereby divested of all right, title, interest, and claim in and to such property.

IT IS ORDERED AND DECREED that each party shall send to the other party, within three days of its receipt, a copy of any correspondence from a creditor or taxing authority concerning any potential liability of the other party.

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

9. Intellectual Property

The Court finds that as part of the property settlement between the parties, the parties have agreed to the following terms regarding Patent Application No. 10/699,130 (referred to as "the patent"), which is a pending application made by LAUREN GROTH. The Court finds that the patent application is for molded pre-forms that are used to protect electronic components and assemblies from damage due to vibration, shock and/or thermal exposure. At the time this decree was entered with the Court, said application was still pending, and ownership rights of future net proceeds according to the terms stated herein are partitioned in this Decree by agreement of the parties and as allowed by laws of the state of Texas. Therefore **IT IS ORDERED** that the following agreement of terms, definitions, and conditions apply:

1. The patent application includes said application and any divisions or continuations or continuations-in-part thereof or substitutes therefore which may be filed, and in and to any patents or reissues, renewals or extensions thereof which may be granted on said application or for said invention, and in and to any patent application which may be filed on said invention in countries foreign to the United State of America and any patents granted thereon.
2. It is the intent of the parties, and **IT IS ORDERED and DECREED** that DANE DUBE CHRISTENSEN shall receive twenty percent (20%) of the net proceeds associated with the sale and/or licensing of the product associated with said patent, if, as, and when said proceeds are received by LAUREN ARTHUR GROTH or his company.
3. In order to determine what constitutes Dane Dube Christensen's 20% of net proceeds, the parties shall deduct the costs, expenses and taxes, as described in 3(b) below, from income associated with said patent as defined in 3(a) below.
 - a) Income includes, but is not limited to, the sales price or a reasonable royalty associated with all revenue received by Lauren Groth due to contracts issued (typically referred to as "purchase orders") for the use, sale and/or licensing of said patent after the said patent is issued. Any income received by LAUREN GROTH prior to the issuance of said patent is not considered income to DANE DUBE CHRISTENSEN in determining her 20% of net proceeds.
 - b) Costs, expenses and taxes are not limited to, but include the following beginning June 26, 2007:
 - i) any and all costs associated with developing and manufacturing the product produced, sold and/or licensed due to said patent; expenses

including but not limited to overhead and taxes related to the manufacture of items associated with said patent;

- ii) all taxes, federal and state, personal and corporate paid by Lauren Groth and/or his business, as is applicable for the net proceeds paid to Lauren Groth as a result of income earned from contracts issued after the issuance of said patent, including income tax paid by LAUREN GROTH attributable to the 20% interest of DANE DUBE CHRISTENSEN.

4. IT IS ORDERED that LAUREN ARTHUR GROTH shall act as constructive trustee for the benefit of DANE DUBE CHRISTENSEN in distributing twenty percent of the net proceeds to Dane Christensen at the following address:

4851 Dawnview Terrace
Golden Valley MN 55422

unless assignment divested to a third party can be effectuated.

5. IT IS FURTHER ORDERED AND DECREED that once a year, DANE DUBE CHRISTENSEN may request in writing from LAUREN ARTHUR GROTH a report about the status of applications, costs, and taxes, and LAUREN ARTHUR GROTH has a duty to forward notices and correspondence from the U.S. Patent Office
6. IT IS FURTHER ORDERED AND DECREED by this Court that the claim and right awarded to DANE DUBE CHRISTENSEN in this decree shall be a legal claim and right owned by DANE DUBE CHRISTENSEN recognized by courts of competent jurisdiction, consistent with federal and state law.

10. Tax Returns

IT IS ORDERED AND DECREED that, for calendar year 2007, each party shall timely pay and indemnify and hold the other party and his or her property harmless from any federal income tax liability attributable to the personal earnings of the reporting party and any net income resulting from property subject to the sole management and control of the reporting party from January 1 of that year through the date of divorce and for all such postdivorce earnings and income.

IT IS ORDERED AND DECREED that all payments made to the other party in accordance with the allocation provisions for payment of federal income taxes contained in this Final Decree of Divorce are not deemed income to the party receiving those payments but are part of the property division and necessary for a just and right division of the parties' estate.

11. Undivided Assets and Liabilities

IT IS ORDERED AND DECREED that any assets of the parties not awarded or divided by this Final Decree of Divorce are subject to future division as provided in the Texas Family Code.

As a part of the division of the estate of the parties, any community liability not expressly assumed by a party under this agreement will be paid by the party incurring the liability, who will indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under this decree is to be paid by the party incurring the liability, and the party incurring the liability shall indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

12. Transfer and Delivery of Property

LAUREN ARTHUR GROTH is ORDERED to execute, have acknowledged and deliver the originals of the following instruments to DANE DUBE CHRISTENSEN on or before 5:00 p.m. on the 15th day of September, 2007.

1. Power of attorney to transfer title to 1997 Toyota Forerunner.
2. Letters of transfer for the following accounts according to percentage interest listed on Schedule 1:

Vanguard IRA	#xxxx8259
Vanguard	#xxxx2658
Vanguard IRA	#xxxx0887

DANE DUBE CHRISTENSEN is ORDERED to execute, have acknowledged and deliver the originals of the following instruments to LAUREN ARTHUR GROTH on or before 5:00 p.m. on the 15th day of September, 2007.

1. Special Warranty Deed to 13011 Bristol Berry Drive, Houston, Texas
2. Letters of transfer for the following accounts according to percentage interest listed on Schedule 2:

Vanguard IRA	#xxxx8259
Vanguard	#xxxx2658
Vanguard	#xxxx0848

13. Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

14. Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

15. Decree Acknowledgment

Petitioner, DANE DUBE CHRISTENSEN, and Respondent, LAUREN ARTHUR GROTH, each acknowledge that before signing this Final Decree of Divorce they have read this Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets, and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Final Decree of Divorce.

16. Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and IT IS ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act, or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

IT IS ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

17. Clarifying Orders

Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

18. Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

FROM :

FAX NO. : 7635610113

Aug. 30 2007 04:44PM P1

19. Date of JudgmentSIGNED on SEP 17 2007Associate Robert Z. Neely
JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

Martha Bourne
MARTHA BOURNE
Attorney for Petitioner
State Bar No.: 02715500
1177 West Loop South, Suite 650
Houston, Texas 77027
713-961-9663 (TEL)
713-961-4753 (FAX)see signature next pageChristine K. Lincoln
Christine K. Lincoln
Attorney for Respondent
State Bar No. 24009941
12777 Jones Road, Suite 475
Houston, Texas 77070
281-970-9005
832-237-3719 (FAX)

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Dane Dube Christensen
Petitioner, Dane Dube Christensensee signature next page
Respondent, Lauren Arthur Groh

88/38/2007 15:19 8322 19

LINCOLN LAW FII

PAGE 82/82

19. Date of Judgment

SIGNED on _____

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

MARTHA BOURNE
Attorney for Petitioner
State Bar No.: 02715500
1177 West Loop South, Suite 650
Houston, Texas 77027
713-961-9663 (TEL)
713-961-4753 (FAX)_____
Christina K. Lincoln
Christina K. Lincoln
Attorney for Respondent
State Bar No. 24009941
12777 Jones Road, Suite 475
Houston, Texas 77070
281-970-9005
832-237-3719 (FAX)

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Petitioner, Dane Dube Christensen_____
Laura Arthur Groth
Respondent, Laura Arthur Groth

SCHEDULE 1
COMMUNITY PROPERTY AWARDED TO DANE DUBE CHRISTENSEN
AS HER SOLE AND SEPARATE ESTATE
IN CONSIDERATION OF HER ASSUMPTION OF LIABILITY

1. 38% ownership "in kind and in every position" of Vanguard Mutual Funds account number xxxx2658, in the name of Dane Dube Christensen and Lauren Groth, valued as of June 25, 2007 plus any increases and losses.
2. 78% ownership "in kind and in every position" of Vanguard Individual Retirement (Rollover) Account number xxxx8259, in the name of Lauren A. Groth, valued as of June 25, 2007 plus any increases and losses.
3. 100% ownership of Vanguard Individual Retirement (Rollover) Account number xxxx0887, in the name of Lauren A. Groth, valued as of June 25, 2007, plus any increases and losses.
4. 100% ownership of Vanguard Individual Retirement Account number xxxx0874, in the name of Dane Dube Christensen, valued as of June 25, 2007, plus any increases and losses.
5. The 1997 Toyota 4 Runner SR5 motor vehicle, vehicle identification number JT3HN86RXV0092349, together with all prepaid insurance, keys, and title documents.
6. A property right to 20% of the net proceeds associated with U.S. Patent Application No. 10/699, 130 -Title: SINGULAR AND CO-MOLDED PRE-FORMS, pursuant to the terms specifically set out in Paragraph 9 of this Decree.
7. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the possession of Dane Dube Christensen or subject to her control.
8. All clothing, jewelry, and other personal effects in the possession of Dane Dube Christensen or subject to her control.

**SCHEDULE 2
COMMUNITY PROPERTY AWARDED TO LAUREN ARTHUR GROTH
AS HIS SOLE AND SEPARATE ESTATE
IN CONSIDERATION OF HIS ASSUMPTION OF LIABILITY**

1. The real property located at 13011 Bristol Berry Drive, Cypress, Texas 77429, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents, which property is more particularly described as follows:

Lot Two (2), Block Eight (8), of Quail Forest, Section Two (2),
an addition in Harris County, Texas according to the Map or
Plat thereof recorded in File No. NO90494, Film Code No.
031111786, of the deed records of Harris County, Texas.
2. All funds on deposit, together with accrued but unpaid interest, in the following banks, savings institutions, or other financial institutions:
 - a. Washington Mutual checking account number xxxx1313, in the name of Lauren A. Groth
 - b. Washington Mutual savings account number xxxx3129, in the name of Lauren A. Groth
 - c. Washington Mutual business checking account number xxxx8501, in the name of Lauren A. Groth
 - d. Washington Mutual business checking account number xxxx8989, in the name of Lauren A. Groth
3. 62% "in kind and in every position" of Vanguard Mutual Funds account number xxxx2658, in the name of Dane Dube Christensen and Lauren Groth, valued as of June 25, 2007, plus any increases and losses.
4. 100% of Vanguard Mutual Funds account number xxxx0848, in the name of Dane Dube Christensen and Lauren Groth, valued as of June 25, 2007, plus any increases and losses.
5. 22% "in kind and in every position" of Vanguard Individual Retirement (Rollover) Account number xxxx8259, in the name of Lauren A. Groth, valued as of June 25, 2007, plus any increases and losses.
6. The 1999 Chevy Suburban motor vehicle, vehicle identification number 3GNFK16R1XG271999, together with all prepaid insurance, keys, and title documents.
7. All ownership and interest in the closely held business of Lauren Arthur Groth known as Ultimate Solutions, Inc., located at 11566 Cypress North Houston Road, Houston, Texas 77429.

8. A 100% ownership interest in the U.S. Patent Application No. 10/699, 130-
Title: SINGULAR AND CO-MOLDED PRE-FORMS, pursuant to the terms
specifically set out in Paragraph 9 of this Decree.
9. A property right to 80% of the net proceeds associated with U.S. Patent Application
No. 10/699, 130 -Title; SINGULAR AND CO-MOLDED PRE-FORMS, pursuant to
the terms specifically set out in Paragraph 9 of this Decree.
10. All household furniture, furnishings, fixtures, goods, art objects, collectibles,
appliances, and equipment in the possession of Lauren Arthur Groth or subject to
his control.
11. All clothing, jewelry, and other personal effects in the possession of Lauren Arthur
Groth or subject to his control.

SCHEDULE 3
DEBTS/LIABILITIES OF PETITIONER, DANE DUBE CHRISTENSEN

1. The following debts, charges, liabilities, and obligations:
 - a. U.S. Bank Visa account number xxxx9630
2. Attorney fees payable to Martha Bourne, 1177 West Loop South, Suite 650, Houston, Texas 77027, pursuant to the fee agreement.

**SCHEDULE 4
DEBTS/LIABILITIES OF RESPONDENT, LAUREN ARTHUR GROTH**

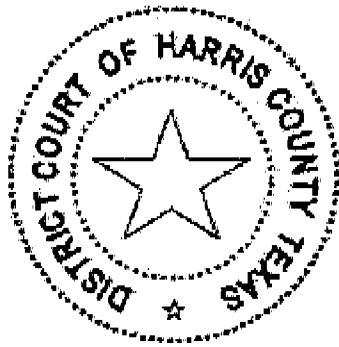
1. The following debts, charges, liabilities, and obligations:
 - a. 5 Star Bank account number xxxx2037
 - b. American Express account number xxxx1004
2. Attorney fees payable to Christine K. Lincoln, 12841 Jones Road, Suite 207, Houston, Texas 77070.

SCHEDULE 5
SEPARATE PROPERTY OF PETITIONER, DANE DUBE CHRISTENSEN

1. All funds on deposit, together with accrued unpaid interest, in the following bank, savings institutions, or other financial institutions along with increases and losses:
 - a. Sterling Bank checking account number xxx7524, in the name of Dane D. Christensen
 - b. U.S. Bank checking account number xxx1902, in the name of Dane D. Christensen
 - c. U.S. Bank Certificate of Deposit number xxx6081, in the name of Dane D. Christensen
 - d. U.S. Bank Certificate of Deposit number xxx0970, in the name of Dane D. Christensen
 - e. Dougherty & Company LLC money market account number xxx9625, in the name of Dane Dube Christensen.

Regarding the following two items listed below, it is ORDERED that if Petitioner does not take possession by April 15, 2008, then said items shall become the separate property of Respondent.

- f. Dining room table and six chairs in possession of Husband/Respondent
- g. Rust hideawaybed sofa in guest bedroom in possession of Husband/Respondent



I, Theresa Chang, District Clerk of Harris County, Texas, certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date

Witness my official hand and seal of office
this October 24, 2007

Certified Document Number: 32213374 (Total Pages 14)

THERESA CHANG, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com