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U.S. PTO
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06/13/2008U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

IN FORM COVER SHEET

103510283ENTS ONLY

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

1. Name of conveying party(ies)

Scott Strickland

2. Name and address of receiving party(ies)

Name: Carmen Alvarado-Biswell

Internal Address: _____

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

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

Execution Date(s) June 11, 2008

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☒ Other fifty percent interest

Street Address: 3627 Towne Park Circle

City: Pomona

State: California

Country: US Zip: 91767

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: Thomas I. Rozsa, Esq.

Internal Address: Suite 220

Street Address: 18757 Burbank Boulevard

City: Tarzana

State: California Zip: 91356-3346

Phone Number: (818) 783-0990

Fax Number: (818) 783-0992

Email Address: lau@rozsalaw.com

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 _____

Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Thomas I. Rozsa

Signature

6-13-2008

Date

Thomas I. Rozsa

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

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PATENT
REEL: 021156 FRAME: 0847

JOINT PATENT EXPLOITATION AGREEMENT

This Joint Patent Exploitation Agreement (hereafter "Agreement") is made and entered into as of the 11th day of June, 2008, by and between Scott Strickland, an individual whose principal business address is 3627 Towne Park Circle, Pomona, California 91767 (hereafter "Scott"); and Carmen Alvarado-Biswell, an individual whose principal business address is 3627 Towne Park Circle, Pomona, California 91767 (hereafter "Lidia").

RECITALS

WHEREAS, Scott has invented A FOUR-IN-ONE MULTI-COMPONENT COMBINATION TOOL TO FACILITATE FORMING AND SEALING CARTONS AND BOXES (hereafter "Invention");

WHEREAS, a provisional patent application on the invention was filed on June 14, 2007 and assigned Application No. 60/943,945;

WHEREAS, a full patent application has now been prepared and will be filed concurrently with the execution of this Agreement;

WHEREAS, the parties wish to clearly set forth the rights and obligations of each other since Scott is assigning an undivided one-half interest in the full patent application on the Invention to Lidia;

NOW, THEREFORE, in consideration of the mutual promises and covenants as hereafter set forth and intending to be legally bound, Scott and Lidia hereby agree as follows;

1. Incorporation of Recitals

All of the Recitals set forth above are incorporated in their entirety into this Agreement and made a part hereof.

2. Joint Exploitation

It is hereby agreed that Scott and Lidia must jointly enter into any agreement to in any way commercialize or exploit the Invention and any patent application on the Invention and any patent which issues therefrom. Neither Scott nor Lidia shall have the right to individually enter into any agreement which conveys any rights or grants any rights to the Invention and/or the patent application on the Invention or any patent which issues therefrom, either in the United States or in any foreign country of the world. Any agreement without the joint execution of both Lidia and Scott shall be invalid, void and of no force and effect.

3. General Provisions

3.01 Agreement Binding On Heirs And Assigns

This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns, and personal representatives of each of the parties hereto.

3.02. Specific Performance

If any party to this Agreement fails to execute or deliver any document or perform any act reasonably necessary to carry out the provisions of this Agreement, then in such event, any other party to this Agreement may institute and maintain a proceeding to compel specific performance of this Agreement by said defaulting party.

3.03 Agreement To Execute Further Documents

Each of the parties hereto agrees to execute such further documents and take such further action as may be necessary or appropriate to consummate the intent and purpose of this Agreement.

3.04 Notices

All notices required to be given hereunder shall be in writing and shall be sent by first-class mail, postage prepaid, and deposited to the United States mail, and addressed to the respective parties at the addresses set forth in the preamble to this Agreement. In case of service by mail, it shall be deemed complete at the expiration of the second day after mailing. Either party may, by written notice to the other, change the address for notices to be sent to that party.

3.05 Governing Law

The provisions of this Agreement shall be governed by and construed according to the laws of the State of California. The parties agree to submit to the jurisdiction and venue of the appropriate state and/or federal courts in the County of Los Angeles, State of California.

3.06 Time Is Of The Essence

Time shall be considered of the essence in this Agreement and all of its applicable terms.

3.07 Severability

Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

3.08 Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signature or signatures upon each such counterpart were upon the same document. Each party agrees to initial in the lower right-hand corner of each page of this Agreement in addition to executing the Agreement on the last signature page.

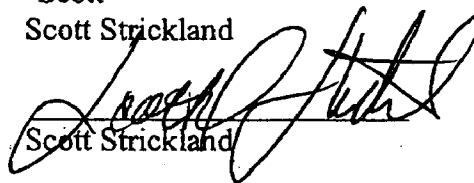
3.09 Entire Agreement--Amendment And Waiver

This Agreement constitutes the entire agreement between the parties with respect to the subject-matter, superceding all prior oral or written negotiations, agreements, or understandings with respect to such subject-matter. This Agreement may be amended, supplemented, or varied at any time, in any way, and in all respects, but only by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth adjacent their respective signatures.

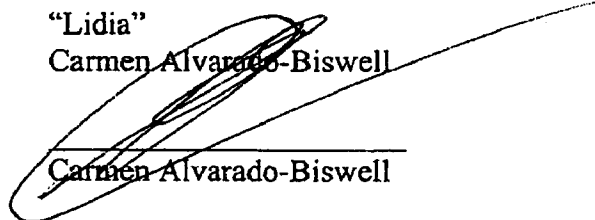
Dated: June 11, 2008

"Scott"
Scott Strickland


Scott Strickland

Dated: 6-11-08

"Lidia"
Carmen Alvarado-Biswell


Carmen Alvarado-Biswell