# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Terry B. Jergenson	09/18/2008
Kevin A. Lang	09/24/2008

## RECEIVING PARTY DATA

Name:	J-Sons Inc.
Street Address:	1100 Industrial Drive
City:	Bismarck
State/Country:	NORTH DAKOTA
Postal Code:	58501

Name:	Terry B. Jergenson
Street Address:	1100 Industrial Drive
City:	Bismarck
State/Country:	NORTH DAKOTA
Postal Code:	58501

Name:	Kevin A. Lang
Street Address:	511 20th Avenue
City:	Longview
State/Country:	WASHINGTON
Postal Code:	98632

### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29323091

### **CORRESPONDENCE DATA**

Fax Number: (701)237-0544

PATENT REEL: 021597 FRAME: 0995

500660218

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 701-281-8822

Email: jericka@neustel.com

Correspondent Name: Michael S. Neustel

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Address Line 4: Fargo, NORTH DAKOTA 58103

ATTORNEY DOCKET NUMBER: JSON-001

NAME OF SUBMITTER: Michael S. Neustel

Total Attachments: 3

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> PATENT REEL: 021597 FRAME: 0996

#### ASSIGNMENT OF PATENT RIGHTS

WHEREAS, WE, **Terry B. Jergenson** and **Kevin A. Lang** (hereinafter "Assignor"), have invented a certain new and useful invention entitled the "Anchor Set Tool" (hereinafter "Invention") as described in the United States design patent application filed on August 18, 2008 identified by Serial No. 29/323,091 ("the Patent Application"); and

WHEREAS, **J-Sons Inc.**, of 1100 Industrial Drive, Bismarck, North Dakota 58501 (hereinafter "Assignee") desires to receive a 1/3 (33.33%) ownership in the Invention and the Patent Application and wherein each Assignor desires to jointly and equally transfer a portion of their ownership to the Assignee;

WHEREAS, Assignee is desirous of acquiring one-third (33.33%) of the entire right, title and interest in and to said Invention and Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore, thereby leaving each Assignor with 1/3 (33%) of the right, title and interest in and to said Invention and Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore;

WHEREAS, after the execution of this agreement, Terry B. Jergenson will own one-third (33.33%) of the entire right, title and interest in the Invention and the Patent Application;

WHEREAS, after the execution of this agreement, Kevin A. Lang will own one-third (33.33%) of the entire right, title and interest in the Invention and the Patent Application;

WHEREAS, after the execution of this agreement, J-Sons Inc. will own one-third (33.33%) of the entire right, title and interest in the Invention and the Patent Application;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignors jointly and equally do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives, 1/3 (33.33%) of the entire right, title and interest in and to said Invention, as described in United States design patent application about to be filed in the United States Patent and Trademark Office on August 18, 2008 and given Serial No. 29/323,091 and entitled Anchor Set Tool and in and to all patents of the United States and in any and all foreign countries which may be issued for said Invention, and in and to all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned application in the United States and in any and all foreign countries, as fully and completely as the same would have been held by me had this Assignment and sale not been made, together with all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The said 1/3 (33.33%) of the entire right title and interest shall vest irrevocably in said Assignee. I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said 1/3 (33.33%) of the entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. Miller Maria Maria Charles Angla Telegra Maria dan pergadakan dan pergadah. Seriakan 1978 dan dan dan bermenakan di beradah mendah mendal dan permenangan dan berada dan pergadah perjadah

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I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (a) I will communicate to Assignee all facts known to me respecting said Invention;
- (b) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and
- (c) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to said Assignee, its legal representatives, successors and assigns, as a 1/3 (33.33%) owner of the entire right, title and interest in and to said patents and inventions covered thereby, and to said Assignor, its legal representatives, successors and assigns, as a 1/3 (33.33%) owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of North Dakota, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draftsman.

9-18-08 Date STATE OF North Dakota
COUNTY OF Burkeigh

On this 9th day of Sentember, 2008, before me, a notary public within and for said County and State, personally appeared Terry B. Jergenson, to me known to be the person described in and who executed the foregoing instrument.

SHEILA DINGEMAN Notary Public
State of North Dakota
My Commission Expires Oct 17, 2011

Notary Public

My Commission Expires: 16-1

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**PATENT** 

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**RECORDED: 09/29/2008**