

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/12/2000
CONVEYING PARTY DATA	
Name	Execution Date
Walter Schmied	07/15/2008
RECEIVING PARTY DATA	
Name:	Brian Zimmerman
Street Address:	507 Triumph Drive
City:	Middleton
State/Country:	IDAHO
Postal Code:	83644
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6032622
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ATTORNEY DOCKET NUMBER:	SMWI522146
NAME OF SUBMITTER:	Barbara C. Light
Total Attachments: 2 source=22146_ZIMMERMAN1#page1.tif source=22146_ZIMMERMAN1#page2.tif	

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PATENT
REEL: 021805 FRAME: 0449

Attorney Docket No. SMWI522146

NUNC PRO TUNC ASSIGNMENT

WHEREAS, I, Walter Schmied, residing at 1988 Katka Road, Bonners Ferry, ID 83805, am the inventor named in the United States Letters Patent No. 6,032,622, issued March 7, 2000, and Canadian Patent Application No. 2,288,473, filed November 5, 1999, for my inventions entitled INTERNAL COMBUSTION CYLINDER ENGINE;

WHEREAS, Brian Zimmerman and Chuck Newhouse, in good faith, intended to jointly form Rose Capital, Inc. with equal investments to acquire an equally divided ownership interest of one percent (1%) of U.S. Patent Application Number 08/926,088, now U.S. Patent Number 6,032,622, and any corresponding US and foreign patent applications and patents;

WHEREAS, Brian Zimmerman and Chuck Newhouse contacted a lawyer who indicated that he would prepare and file all necessary legal paperwork required to properly form Rose Capital, Inc.;

WHEREAS, under the good faith assumption that Rose Capital, Inc. would be properly formed, Brian Zimmerman and Chuck Newhouse each sent a payment of US \$5,000 to Walter Schmied to acquire an equally divided ownership interest totaling one percent (1%) of U.S. Patent Application Number 08/926,088, now U.S. Patent Number 6,032,622, and any corresponding US or foreign applications or patents;

WHEREAS, I, Walter Schmied, for the good, valuable consideration of US \$10,000 received in total from Brian Zimmerman and Chuck Newhouse, sold, assigned, and transferred over to Rose Capital, Inc., to be jointly owned by Brian Zimmerman and Chuck Newhouse, one percent (1%) of my right, title, and interest in U.S. Patent Application Number 08/926,088, now U.S. Patent Number 6,032,622, and any corresponding US or foreign applications or patents, in an assignment dated May 12, 2000 and recorded in the U.S. Patent and Trademark Office on August 15, 2000, at Reel Number 011044, Frame Number 0805;

WHEREAS, Rose Capital, Inc. at the time the assignment was executed on May 12, 2000, was not incorporated and has not since been incorporated due in no part to any bad faith intentions or actions of Brian Zimmerman or Chuck Newhouse;

WHEREAS, Walter Schmied, Brian Zimmerman, and Chuck Newhouse agreed to replace the assignment recorded in the U.S. Patent and Trademark Office on August 15, 2000, at Reel Number 011044, Frame Number 0805;

AND, WHEREAS, Brian Zimmerman, a citizen of the United States of America, residing at _____
(hereinafter referred to as ASSIGNEE), is desirous of acquiring a partial interest in said United States Letters Patent and said Canadian application and the inventions disclosed in said United States Letters Patent and said Canadian application;

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NOW, THEREFORE, for sufficient, good, and valuable consideration, the receipt of which is hereby acknowledged, and to supersede and replace the assignment made to Rose Capital, Inc., dated May 12, 2000 and recorded in the U.S. Patent and Trademark Office on August 15, 2000, at Reel Number 011044, Frame Number 0805, *nunc pro tunc May 12, 2000*, I do hereby sell, assign, and transfer unto ASSIGNEE one half of one percent (.5%) of my right and title to and interest in said US Letters Patent and said Canadian application and inventions, and in any reissues and/or re-examinations of any patents that may be granted thereon; and any applications which are continuations, continuations-in-part, substitutes, or divisions of said applications, including the right to apply for international patents and patents thereon in foreign countries in my name or in the name of ASSIGNEE, said inventions and all applications and patents on said inventions to be held and enjoyed by ASSIGNEE as entirely as the same would have been held and enjoyed by me had this sale, assignment, and transfer not been made, and I do hereby further agree and promise to execute all instruments and render all such assistance as ASSIGNEE may request in order to make and prosecute any and all applications on said inventions, to enforce any and all patents on said inventions, and to confirm in ASSIGNEE legal title to said inventions and all applications and patents on said inventions, all without charge to ASSIGNEE but at no expense to me.

Executed at Bonners Ferry, Idaho, this 15 day of July, 2008.

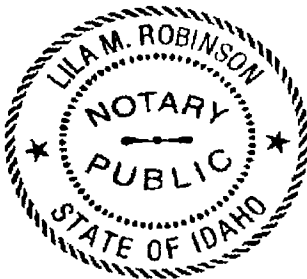
Walter Schmied
Walter Schmied

STATE OF IDAHO)
) ss.
COUNTY OF BOUNDARY)

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 15, 2008

(Seal or stamp)



Lila M. Robinson
Signature
Notary Public
My appointment expires 7-18-2012

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