# **-OP \$40.00 2919**

# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
David H. Miller	03/06/2008

## **RECEIVING PARTY DATA**

Name:	Ideaware, L.L.C.	
Street Address:	55 Sea Park Blvd #315	
City:	Satellite Beach	
State/Country:	FLORIDA	
Postal Code:	32937	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	
Application Number:	29195551	

## **CORRESPONDENCE DATA**

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NAME OF SUBMITTER: Scott D. Anderson

**Total Attachments: 3** 

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> PATENT REEL: 021933 FRAME: 0108

# **ASSIGNMENT OF PATENTS - WORLDWIDE**

WHEREAS, DAVID H. MILLER ("Assignor"), of 55 Sea Park Blvd #315, Satellite Beach, FL 32937, is the sole and exclusive owner of certain patents as set forth herein;

WHEREAS, IDEAWARE, L.L.C., a Florida limited liability company ("Assignee"), having its principal place of business at 55 Sea Park Blvd #315, Satellite Beach, FL 32937, is desirous of acquiring Assignor's rights in said patent applications;

NOW, THEREFORE, for and in consideration of the sum of one Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, by these presents does sell, assign, transfer and convey unto the Assignee its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions, and all foreign countries in and to his invention relating to:

U.S. Application No.	Filing Date	U.S. Patent No.	Issue Date	Title
29/195,551	12/12/2003	D520,702	05/09/2006	Outdoors Refuse Container
29/259,234	05/04/2006	D542,000	05/01/2007	Outdoor Refuse Container
10/646,480	08/23/2003	7,185,783	03/06/2007	Fastcan
11/522,212	09/15/2006	[pending]	[pending]	
29/286,209	04/27/2007	[pending]	[pending]	
60/996334	11/13/2007	[pending]	[pending]	
60/996335	11/13/2007	[pending]	[pending]	

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made, and (f) the goodwill of the business symbolized in the above identified application or Letters Patent, together with all damages and profits recoverable at law or in equity or otherwise from any and every party for any and every infringement of said Letters Patent all claims and demands for such damages and profits.

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

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PATENT REEL: 021933 FRAME: 0109 ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner LLP the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner LLP do not personally represent ASSIGNOR or ASSIGNOR's legal interests or ASSIGNEE or ASSIGNEE's legal interests; since said attorneys and agents cannot provide legal advice to ASSIGNOR or ASSIGNEE with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this day of MARCH, 2008.

**ASSIGNOR:** 

DAVID H. MILLER

# STATE OF FLORIDA COUNTY OF ORANGE

I HEREBY CERTIFY that on this	day, before me, an officer duly authorized in the
State aforesaid and the County aforesaid,	to take acknowledgments, personally appeared
JAVIA MILLET [] to me kno	wn to be the person described herein or X who has
produced FOYIDA AVIVERS ICE	as identification.
WITNESS my hand and official seal	in the County and State last aforesaid this
day of <i>Marly</i> , 2008.	andrea Hanner
	Notary Public ( )
Notary Seaty Notary Public State of Florida	Print Name: MMA FONNEV LX
Andrea Flannery My Commission DD758097 Expires 02/12/2012	My commission expires:
\$^^^^	

**RECORDED: 12/05/2008**