

DPP:gm 05/05/09 1150309

Atty. Ref. No. 2460-82035-03

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DIRECTOR OF PATENTS AND TRADEMARKS

P.O. BOX 1450

ALEXANDRIA, VA 22313-1450

1. Total number of pages including cover sheet, attachments and document: 7**2. Name of Conveying Party(ies) and Execution Date(s) of Document(s)** ☐ Check here if additional name(s) attached

Name(s): (1) Stephan J. Smith (2) Smith Creative Group, LLC

Execution Date(s): (1) February 24, 2009 (2) February 24, 2009

3. Name and address of receiving party ☐ Check here if additional name(s) & address(es) are attached

Name Portland General Electric Company

Address 121 SW Salmon Street

City Portland

State/Country Oregon

Zip 97204

4. Nature of Conveyance☒ Assignment ☐ Merger ☐ Security Agreement ☐ Name Change ☐ Other:**5. Total number of applications and patents involved: 2****6. Total Fee (37 C.F.R. § 3.41): \$40.00**☒ Fee is submitted herewith via credit card. Form PTO 2038 is enclosed.**7. ☒ Check here if any deficiency/overpayment is authorized to be charged to deposit account 02-4550****8. Enter either the Execution date (of the Declaration and Power of Attorney), Application Number, or the Patent Number. Do not enter more than one number for the same patent.**A. ☐ This document is being filed with a new application. Execution date is: _____B. ☒ Patent Application No.(s) or Patent No.(s): 29/336,460☐ Check here if additional numbers are attached**9. Correspondent's name, address, and telephone number**

David P. Petersen

Klarquist Sparkman, LLP

One World Trade Center, Suite 1600

121 S.W. Salmon Street

Portland, Oregon 97204-2988

Telephone: 503-595-5300

Facsimile: 503-595-5301

10. ☐ Please return the attached postcard to confirm that these items have been received.**11. Statement and signature** *To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

David P. Petersen

Name of Person Signing


Signature

May 5, 2009

Date

cc: Accounting (only if via fax)
Docketing

700407312

PATENT
REEL: 022642 FRAME: 0590

OP \$40.00 29336460

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· A S S I G N M E N T

This Agreement is by and between Portland General Electric Company, having a place of business at 121 S.W. Salmon Street, Portland, OR 97204 (hereinafter PGE), Stephan J. Smith residing at 2828 SW Sunset Blvd., Portland, OR 97239, (hereinafter Smith), and Smith Creative Group, LLC having a place of business at 1600 SE Bybee Street, #208, Portland, OR 97202 (hereinafter Creative).

The parties understand and agree as follows:

1. Creative entered into an agreement with PGE, for which, among other things, Creative was to provide electric vehicle charging station designs to PGE.
2. Smith, as an employee and member of Creative worked on designs for electric vehicle charging stations which were provided by Creative to PGE. Under the agreement between Creative and PGE, PGE was granted all patent and other rights in materials provided by Creative to PGE including rights in the electric vehicle charging stations.
3. PGE desires to confirm PGE's ownership of the patent rights in the electric vehicle charging station designs provided to PGE by Creative.
4. PGE has decided to file two Design Patent Applications directed toward electrical vehicle charging stations created by Smith. The first Design Patent Application (hereinafter First Application) is for a design entitled ELECTRIC VEHICLE CHARGING STATION (hereinafter the First Invention) and the second Design Patent Application (hereinafter Second Application) is for a design entitled

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ELECTRIC VEHICLE CHARGING STATION WITH DISPLAY (hereinafter the Second Invention). The First Application has been assigned Attorney Reference Number 2460-82035-02 with a Serial Number that has yet to be assigned, but when it is assigned may be inserted by PGE's attorneys into the following space in this Assignment: 29/336,459. The Second Application has been assigned Attorney Reference Number 2460-82035-03 with a Serial Number that has yet to be assigned, but when it is assigned may be inserted by PGE's attorneys into the following space in this Assignment:

29/336,460.

5. Smith and Creative confirm that they have, and hereby do, to the extent they still have any rights therein, sell, assign and transfer to PGE the full and exclusive right, title and interest in and to said First and Second Inventions, said First and Second Applications, and Design, Patent and other Intellectual Property Rights therein throughout the world, including, but not limited to, foreign Patent priority rights, the right to file and prosecute International Applications under the Patent Cooperation Treaty, the right to seek design and utility model protection in any country for the First and Second Inventions, and the right to file and prosecute Applications under the European Patent Convention; said First and Second Inventions, First and Second Patent Applications, and any Letters Patents and other rights that issue thereon, in this or in any foreign country, and all divisions, continuations, reissues and extensions thereof, to be held and enjoyed by PGE, for its own use and benefit, and for PGE's successors and assigns, to the full end of

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the term for which any such Patent or the rights may be granted in this or in any foreign country, as fully and entirely as the same would have been held by Smith or Creative had this Assignment and Sale not been made.

6. Smith and Creative covenant that they have the full right to enter into this Assignment and that they have not granted any rights to any Third Party, and are not under any obligation to do so, that are inconsistent in any way with PGE's ownership of all rights in the First and Second Inventions as set forth in paragraph 5 above, including PGE's ownership of all rights in the First and Second Applications.
7. Smith agrees to review the First and Second Applications and, if such First and Second Applications are accurate, to execute the Declarations for such First and Second Applications. Smith and Creative agree to provide PGE with any designs or art known to either Smith or Creative, or that becomes known to Smith or Creative while the First and Second Applications are pending in the United States Patent and Trademark Office, that may be material to the patentability of the First and Second Inventions so that PGE can consider whether such information needs to be submitted to the United States Patent and Trademark Office.
8. Smith, Creative and PGE hereby grant the law firm of Klarquist Sparkman, LLP, attorneys for PGE, who are not attorneys for Smith or Creative, the power to insert on this Assignment the Serial Numbers for said First and Second Applications once such Serial Numbers are assigned to said First and Second Applications by the United States Patent and Trademark Office. Smith and

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Creative also confirm that this Assignment may be submitted by PGE for recording with the United States Patent and Trademark Office.

9. In consideration for this Assignment and for the time Smith and Creative expend in connection with reviewing and executing declarations for the First and Second Applications, PGE hereby agrees to pay Smith and Creative jointly, a total of \$100.00.

In agreement hereto, the parties have signed and dated this Assignment below:

PORTLAND GENERAL ELECTRIC COMPANY (PGE)

By: Carla Della
Name: VP Public Policy
Title: _____
Date: 4/27/09


SMITH CREATIVE GROUP, LLC

By: [Signature]
Stephan J. Smith
Title: Member
Date: 2.24.09

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Dated: 2-24-09
Stephan J. SmithSTATE OF Oregon)
) ss.
COUNTY OF Multnomah

This 24th day of February, 2009, before me personally came the above-named Stephan J. Smith, who executed the foregoing Assignment in my presence, and who acknowledged to me that it was executed under that person's own free will for the purposes set forth therein.


Notary Public for Oregon
My commission expires: 5/6/11

[SEAL]