

06-10-2009



HEET

To the Director of the U.S. Patent

103563415

ed documents or the new address(es) below.

1. Name of conveying party(ies)

Paul Fluhr and Isabelle Burse

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

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

Execution Date(s) May 28, 2009

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

2. Name and address of receiving party(ies)

Name: Gaiam Americas, Inc., A Colorado corporation

Internal Address: _____

Street Address: 350 Madison Avenue, 17th floor

City: New York

State: New York

Country: USA Zip: 10017

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

☒ This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Patrick F. Bright

Internal Address: _____

Street Address: 3541 Ocean View Blvd.

City: Glendale

State: CA Zip: 91208

Phone Number: 213-700-6637

Fax Number: 818-259-9335

Email Address: pbright@pattentattorney.us

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 to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 00000005 29315191

01 FC:8021
Authorized User Name _____ 40.00 DP

9. Signature:

Signature

Date

Patrick F. Bright

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

PATENT
REEL: 022810 FRAME: 0876

ASSIGNMENT

WHEREAS, we, the undersigned, Paul Fluhr, a citizen of United States and Isabelle Busse, a citizen of Germany, whose business address is in care of Gaiam Americas, Inc., 350 Madison Ave, 17th Floor, New York, New York 10017, (each individually hereinafter referred to as "Assignor") have invented a new and useful invention entitled "Spatula" (the "Invention").

WHEREAS, we verily believe ourselves to be the original, inventors/creators of the invention and represent that we have not conveyed or hypothecated any right or interest therein; and

WHEREAS, Gaiam Americas, Inc., a Colorado corporation, having its principal place of business at 833 W. South Boulder Road, Louisville, CO 80027, (hereinafter referred to as "Assignee") is desirous of obtaining the entire and exclusive right, title and interest in and to said Invention, and any and all patent and copyright applications which may be filed thereon, and any and all Letters Patent and copyright registrations which may be granted or issued therefore in the United States and throughout the world, including any and all divisions, continuations, reissues and extensions of any of the foregoing.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, the entire right and exclusive right, title and interest in and to said Invention, patent applications, copyright applications, and Letters Patents and copyright registrations which may be granted or issued for said Invention in the United States and throughout the world, including all divisions, continuations, reissues and extensions thereof, and all international priority rights associated therewith, all to be held by us had this assignment not been made; and we hereby authorize and request the Commissioner of Patents and Trademarks of the United States and duly constituted authorities of foreign countries to issue all Letters Patent and copyright registrations relating to the foregoing assigned rights to said Assignee, its successors and assigns.

We agree that we will at all times keep said Assignee advised of our whereabouts; and we will promptly, upon request of said Assignee, and without further compensation, but at no out-of-pocket expense to ourselves, do all lawful acts, including the execution of all necessary documents and the giving of testimony that, in the opinion of the assignee, its successors and assigns, may be necessary or desirable for obtaining, sustaining, or reissuing United States and foreign Letters Patent and copyrights relating to the foregoing assigned rights, and for perfecting, affirming, recording, and maintaining the title of said Assignee, its successors and assigns thereto; and that we will generally cooperate to the fullest extent in all matters pertaining to said invention, patents and copyrights and said Assignee's title thereto.

IN WITNESS WHEREOF, we have executed this instrument, consisting of three (3) pages, at New York, New York on the date indicated adjacent to our names.

Dated: May 20th, 2009

ASSIGNOR:

By: Paul Fluhr
Paul Fluhr

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 20th day of May, 2009, before me came Paul Fluhr, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Karen M. Moreau
Notary Public
KAREN M. MOREAU
Notary Public, State of New York
No. 01M06166933
Qualified In Lebanon County
Commission Expires May 29, 2011

Dated: May 28, 2009

ASSIGNOR

By:

Isabelle Busse

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On the 28th day of May, 2009, before me came Isabelle Busse, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same.

Karen M. Moreau
Notary Public

KAREN M. MOREAU
Notary Public, State of New York
No. 01M06166933
Qualified in Nassau County
Commission Expires May 29, 2011