

11/16/09

11-17-2009

HEET



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ed documents or the new address(es) below.

To the Director of the U.S. Pater

1. Name of conveying party(ies)

Stephan C. Ewing

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

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

Execution Date(s)

- ☒ 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: Carolyn Blevins

Internal Address:

Street Address: 1130 W. Oceanfront

City: Newport Beach

State: California

Country: Orange

Zip: 92661

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

4. Application or patent number(s):

A. Patent Application No.(s)

n/a

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

B. Patent No.(s)

7,117,566

6,626,334

6,264,080

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brian T. Stephens, Esq.

Internal Address: Suite 410

Street Address: 5000 Birch Street

City: Newport Beach

State: California Zip: 92660

Phone Number: (949) 476-2106

Fax Number: (949) 476-9320

Email Address:

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$120.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account 11/16/2009 HEETA1 00000062 7117566

01 FC:0021

Authorized User Name

120.00 00

9. Signature:

Stephan C. Ewing

Name of Person Signing

Signature

11-2-09

Date

Total number of pages including cover sheet, attachments, and documents:

8

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 ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of November 2, 2009 ("Effective Date") by and between STEPHAN C. EWING, an individual (the "Assignor") and CAROLYN BLEVINS, an individual (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor and Assignee are parties to that certain Mutual Compromise and Settlement Agreement of even date herewith (the "Settlement Agreement"), of which a material part of Assignor's settlement obligations includes the assignment of the Patents (as defined below) by Assignor to Assignee, and;

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on Exhibit A ("List of Patents") attached hereto and made a part hereof (collectively, the "Patents"), and;

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee all of its right, title, and interest in and to the Inventions and the Patents, and;

WHEREAS, the Assignee desires to acquire all of the Assignor's right, title, and interest in and to the Inventions and the Patents and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor, and;

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignment Of Patents. Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes all of the Assignor's right, title, and interest in and to the following:

(a) the Inventions and the Patents described in Exhibit A hereto;

(b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;

(c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications), corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on

such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

(d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and;

(e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

2. Consideration. As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, Assignor and Assignee entered into the terms of a Mutual Compromise and Settlement Agreement that included Assignee's forgiveness of a secured loan in the amount of fifty eight thousand dollars (\$58,000.00) (the "Consideration").

3. Authorization to Director. The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patents to the Assignee, of the entire right, title, and interest in and to the same, for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patents may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made.

4. Assignor's Representations And Warranties. The Assignor hereby represents and warrants to the Assignee that it:

(a) is the sole owner of all right, title, and interest in and to the Inventions and the Patents;

(b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;

(c) has full power and authority to enter into this Assignment and to make the assignment as provided in Exhibit A;

(d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;

(e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;

(f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Exhibit A.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. Assignee's Representations and Warranties. The Assignee hereby represents and warrants to the Assignor that it:

(a) has full power and authority to enter into this Assignment; and

(b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. Documentation. The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

(a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States and throughout the world;

(b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States and throughout the world, and;

(c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

7. No Further Use of Inventions or Patents. After the Effective Date, the Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

8. Indemnification. The Assignor will indemnify the Assignee against and hold her harmless from:

(a) any claim by a third party that any of the Inventions, the Patents, or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;

(b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;

(c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Inventions or the Patents by the Assignor; and

(d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

9. Successors and Assigns. All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

10. No Implied Waiver. The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

11. Notice. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

Stephan C. Ewing
1820 Old Waterman Canyon Road
San Bernardino, California 92404

If to the Assignee:

Carolyn Blevins
1130 W. Oceanfront
Newport Beach, California 92661

12. Governing Law. This Assignment shall be governed by the laws of the state of California. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

13. Counterparts/Electronic Signatures. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

14. Severability. Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

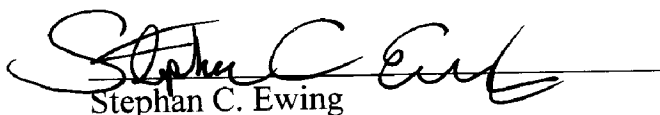
15. Entire Assignment. This Assignment, together with Exhibit A and the Settlement Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

16. Headings. Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:
STEPHAN C. EWING

ASSIGNEE:
CAROLYN BLEVINS


Stephan C. Ewing


Carolyn Blevins

ACKNOWLEDGMENT
OF NOTARY PUBLIC

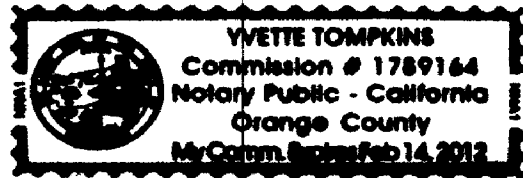
STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On November 2, 2009, before me, Yvette Tompkins, Notary Public, personally appeared STEPHAN C. EWING, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yvette Tompkins



STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On November 9, 2009, before me, Yvette Tompkins, Notary Public, personally appeared CAROLYN BLEVINS, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Yvette Tompkins

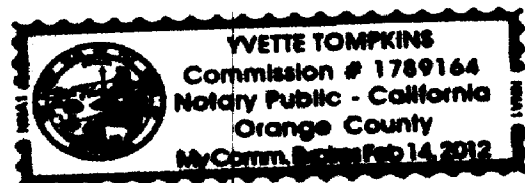


EXHIBIT A

LIST OF PATENTS

<u>Invention Name:</u>	<u>Name of Inventor:</u>	<u>Registration Number:</u>	<u>Date of Registration:</u>
Manually releasable clip holder	Stephan C. Ewing	7,117,566	Oct 10, 2006
Body mounted marker holder	Stephan C. Ewing	6,626,334	Sep 30, 2003
Body mounted marker holder	Stephan C. Ewing	6,264,080	Jul 24, 2001