

12-29-2009

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

HEET

To the Director of the U.S. Pat

103584831

ned documents or the new address(es) below.

1. Name of conveying party(ies)

David Moore

2. Name and address of receiving party(ies)

Name: Brent A. Waters

Internal Address:

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

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

Execution Date(s) 12-22-09

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☐ Other

Street Address: 2510 Telegraph Ave.

City: Dallas

State: TX

Country: U.S.A. Zip: 75228

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

4. Application or patent number(s):

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

A. Patent Application No.(s)

12/287,823

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Brent A. Waters

Internal Address:

Street Address: 2510 Telegraph Ave.

City: Dallas

State: TX Zip: 75228

Phone Number: 972-835-9361

Fax Number: 214-321-5775

Email Address: bawaters10000@yahoo.com

6. Total number of applications and patents involved:

1 (one)

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

12/28/2009 NJAMA1 00000021 12287823

Authorized User Name

01 FC:0021

40.00 DP

9. Signature:

Brent A. Waters

Signature

12/22/2009

Date

Brent A. Waters

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 1460, Alexandria, V.A. 22313-1460

To the USPTO Office
From Brent A. Waters

This letter explains patent application number 12/287,823 and the official Assignment of said patent.

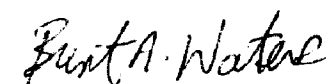
Mr. David M. Moore et al has sold the rights to the patent named "INFANT WRAP AND METHOD FOR USE" to me, Brent A. Waters. In the attached required legal documents, I am enclosing a scanned copy of the Definitive Purchase Agreement. This legal document is signed by both myself and Mr. David M. Moore.

The Definitive Purchase Agreement has been fully executed.

Any questions regarding this matter should be directed to Brent A. Waters. My personal cell phone number is 9720835-9361 and my personal e-mail address is bawaters10000@yahoo.com

Thank you to the USPTO and Dept. of Commerce

Sincerely,



Brent A. Waters

December 22, 2009

Definitive Purchase Agreement

This Definitive Purchase Agreement is made and entered into as of the 14th day of March, 2008, by and between Brent A. Waters (Hereinafter "Purchaser") of 2510 Telegraph Ave., Dallas, TX 75228, Vice President and Treasurer of THINK OUTSIDE THE BOX L. L. C., A Texas Limited Liability Company (Hereinafter "Company") and David M. Moore (Hereinafter "Seller") 3001 Blue Ridge Lane, Garland, TX 75042, President and Managing Member of the Company and is in accordance with the terms of the Members' Buy-Sell Agreement for the Company dated October 5, 2007.

Purchaser agrees to purchase and Seller agrees to sell:

- 1) 500 Membership Units currently issued to and owned by Seller and representing ownership of 50.0% of the total membership interests in the Company, as documented on Membership Interest Certificate #1, and all associated entitlements.
 - a. Upon full execution of this agreement, Purchaser will thereafter own 700 Membership Units representing ownership of 70% of the total Membership Interests in the Company and as such will thereafter become the Managing Member and President of the Company;

Furthermore, Purchaser agrees to purchase and Seller agrees to sell:

- 2) Sellers 50.0 % owners' interest of the Provisional Patent bearing Docket No. 1008.1 and assigned Provisional Application Patent Number 50925 for "INFANT WRAP AND METHOD FOR USE", bearing brand name of BABY WASH AND WRAP. And as outlined in the ASSIGNMENT OF PATENT, the Original Assignment of Patent.

At the signing of this Agreement, Purchaser will have submitted full and complete payment to Seller, with such payment being made as follows:

- 1) \$2500.00 Payment made by credit card to Owin Auto Service Repair for auto repairs in behalf of Seller,
- 2) \$580.86 Payment made by credit card to City of Garland Utilities in behalf of Seller, and
- 3) \$3130.00 in cash/checks.

Allowing for the payments as outlined above, totaling \$6210.86, a remaining balance in the amount of \$789.14 is due and owing to the Seller. Such remaining balance shall be paid as follows:

- 1) One (1) payment of \$350.00 to be paid in cash on March 14, 2008 and
- 2) One (1) final payment of \$439.14 to be paid in check dated March 18th.

With such payments being made and upon final payment clearing the bank, this Agreement shall be considered fully executed and Seller will execute the transfer of their Membership Units and all Membership Interest associated therewith to Purchaser as outlined on Membership Interest Certificate #1.

Both parties agree that this Agreement constitutes the full and final agreement.

In Witness whereof, the parties have executed this Agreement as of the day and year first above written.

Purchaser:

Brent A. Waters

Brent A. Waters
2510 Telegraph Ave.
Dallas, TX 75228

Seller:

David Moore

David A Moore
3001 Blue Ridge Lane
Garland, TX 75042