

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/09/2002
CONVEYING PARTY DATA	
Name	Execution Date
Obermeyer Hydro, Inc.	12/09/2005
RECEIVING PARTY DATA	
Name:	Henry K. Obermeyer
Street Address:	303 West County Road 74
City:	Wellington
State/Country:	COLORADO
Postal Code:	80549
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13012733
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ATTORNEY DOCKET NUMBER:	OBERMEYER-WATERC-CONT3
NAME OF SUBMITTER:	Cheryl A. Swanson
Total Attachments: 3 source=Assignment - Hydro to HKO#page1.tif source=Assignment - Hydro to HKO#page2.tif source=Assignment - Hydro to HKO#page3.tif	

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PATENT

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IN THE UNITED STATES PATENT
AND TRADEMARK OFFICE

Application Number: 13/012,733
Filed: 01/24/2011
Applicants: Henry K. Obermeyer, Robert D. Eckman, and Taewon Mo
Title: Water Control Apparatus
Parent Application: 12/335,346, Filed: December 15, 2008
TC/A.U: 3672
Examiner:
Assignee: Henry K. Obermeyer
Attorney Docket: Obermeyer-WC-Cont3
Customer No.: 33549
Confirmation No.: 7372

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document, effective as of July 9, 2002, is between and among Obermeyer Hydro, Inc. ("Assignor") and Henry K. Obermeyer both whose principal place of business is 303 West County Road 74, Wellington, CO 80549 (the "Assignee").

WHEREAS, the Assignor has obtained rights to technology relating to a water control gate and actuator including, but not limited to, the technology described or indicated in the application identified by the caption listed above (the "Invention");

WHEREAS, the Assignor desires to formalize its obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide; and

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. The Assignor warrants that:
 - a. it has the authority to assign all right, title, and interest involving the Invention;
 - b. it has conveyed no right, title, or interest in the Invention to any party other than the Assignee; and

- c. at the time of signing of this Assignment, it neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of such rights as it has to the Assignee.

2. The Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:

- a. all such worldwide rights to make, use, and sell the Invention;
- b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues, and extensions thereof;
- c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof;
- d. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;
- e. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and
- f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. The Assignor acknowledges a legal and equitable obligation to assign to the Assignee such rights and covenants that it has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention.

4. The Assignor further covenants and agrees that it will communicate to the Assignee any facts known to it respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all

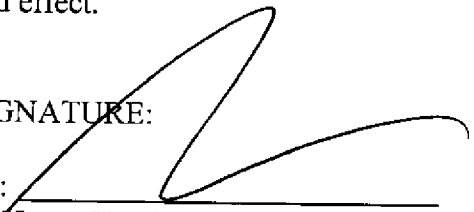
division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. The Assignor further covenants and agrees that it will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

6. The Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, or the filing date of the above-identified United States Patent Application based upon the Invention.

7. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

SIGNATURE:

By: 
Henry K. Obermeyer, President

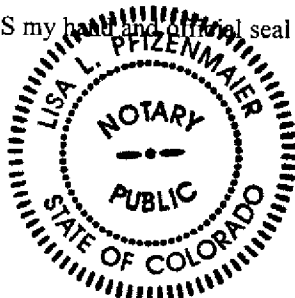
Date:


12/9/2005

UNITED STATES OF AMERICA)
STATE OF COLORADO)ss.
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Henry K. Obermeyer as president of Obermeyer Hydro, Inc., this 9th day of December, 2005.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.




Notary Public
My Commission Expires: OCT. 24, 2007

Obermeyer/PCT/Assign-RDE