

PATENT ASSIGNMENT

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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
T. W. Mo	12/02/2005

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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NAME OF SUBMITTER:	Cheryl A. Swanson

Total Attachments: 4
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PATENT
REEL: 025963 FRAME: 0457

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 July 9, 2002, is between and among T. W. Mo, whose address is: 273-45 Ssangum 1 Dong Dobong gu, Seoul, 132-370, Republic of Korea (“Assignor”) and Henry K. Obermeyer, whose address is 303 West County Road 74, Wellington, CO 80549 (the “Assignee”).

WHEREAS, the Assignor has contributed to some degree in conceiving or developing 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, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the “Invention”);

WHEREAS, the Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, the Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

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

WHEREAS, the Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

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

1. The Assignor warrants that:
 - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;
 - b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;
 - c. to the extent he conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and
 - d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
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 any and all patent rights and any other proprietary rights related to the business of the Assignee and covenants that he 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. Further, each Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.

4. The Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him 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 acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or

evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention.

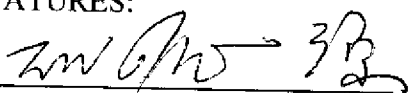
6. The Assignor further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign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

7. 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.

8. The Assignee hereby grants the Assignor, T.W. Mo: i) a personal, royalty free license to use and sell use the movable bladder aspect of the Invention on hydroelectric ower installations less than seven megawatts in capacity in the countries of North and South Korea for the duration of such rights; ii) a personal royalty bearing license to use, and sell use the movable bladder aspect of the Invention on hydroelectric power installations greater than or equal to seven megawatts in capacity in the countries of North and South Korea for the duration of such rights with the royalty being ten percent (10%) of all gross income fairly attributable to such installations; both said royalty free and royalty bearing licenses subject to the Assignee supplying the rubber components of such installations to the Assignor for such prices as may be mutually agreed upon. Further, the Assignor agrees to reimburse the Assignee for fifty percent (50%) of all out of pocket any costs incurred to pursue, preserve, and maintain patent protection in either North or South Korea as the Assignee may determine.


9. This assignment constitutes the entire Agreement between the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral with respect to rights outside of the United States of America relative to the Invention, 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.

SIGNATURES:



T. W. Mo

Date of Assignment Signature: Dec. 2, 2005



Witness

Date: Dec 2, 2005