

Form PTO-1595 (Rev. 03-11)
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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Donald E. Gillespie

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

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

Execution Date(s) June 6, 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: Digger Montana LLC

Internal Address: 8820 West Mariposa Grande

Peoria, AZ 85383

Street Address: 8820 West Mariposa Grande

City: Peoria

State: Arizona

Country: USA

Zip: 85383

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)

6,982,090

Additional numbers attached? Yes No

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

Name: Casey Stack

Internal Address: 8820 West Mariposa Grande

Street Address: 8820 West Mariposa Grande

City: Peoria

State: Arizona

Zip: 85383

Phone Number: (623) 455-8562

Fax Number: (623) 594-2388

Email Address: _____

6. Total number of applications and patents involved: 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 _____

Authorized User Name _____

9. Signature:

CASEY C. STACK

Signature

12/12/2011

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 8

Documents to be recorded (including cover sheet) should be faxed to (877) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1460

OP \$40.00 698209

PATENT

Exhibit B**ASSIGNMENT OF PATENT RIGHTS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Donald E. Gillespie (individual), with an office at 4629 Platt Rd., Ann Arbor MI, 48108 ("**Assignor**"), does hereby sell, assign, transfer, and convey unto Digger Montana, LLC, an Oregon limited liability company, with an address at 1256 West 50 South, Centerville Utah, 84014 ("**Assignee**"), or its designees, all right, title, and interest that exist today and may exist in the future in and to any and all of the following (collectively, the "**Patent Rights**"):

(a) any provisional patent applications, patent applications and patent listed in the table below (collectively, the "**Patent**");

(b) all patent and patent applications (i) to which the Patent directly or indirectly claims priority, (ii) for which the Patent directly or indirectly forms a basis for priority, and/or (iii) that were co-owned applications that incorporate by reference, or are incorporated by reference into, the Patent;

(c) all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, registrations of any item in any of the foregoing categories (a) and (b);

(d) all foreign patents, patent applications, and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention, utility models, industrial design protection, design patent protection, and other governmental grants or issuances;

(e) all items in any of the foregoing in categories (b) through (d), whether or not expressly listed as Patent below and whether or not claims in any of the foregoing have been rejected, withdrawn, cancelled, or the like;

(f) inventions, invention disclosures, and discoveries described in the Patent and/or any item in the foregoing categories (b) through (e) that (i) are included in any claim in the Patent and/or any item in the foregoing categories (b) through (e), (ii) are subject matter capable of being reduced to a patent claim in a reissue or reexamination proceedings brought on the Patent and/or any item in the foregoing categories (b) through (e), and/or (iii) could have been included as a claim in the Patent and/or any item in the foregoing categories (b) through (e);

(g) all rights to apply in any or all countries of the world for patent, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (f), including, without limitation, under the Paris Convention for the

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Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement, or understanding;

(h) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent and/or any item in any of the foregoing categories (b) through (g), including, without limitation, all causes of action and other enforcement rights for

- (1) damages,
- (2) injunctive relief, and
- (3) any other remedies of any kind

for past, current, and future infringement; and

(i) all rights to collect royalties and other payments under or on account of the Patent and/or any item in any of the foregoing categories (b) through (h).

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,982,090	USA	May 10, 2001	More easily visualized punctum plug configurations

Assignor represents, warrants and covenants that:

(1) Assignor has the full power and authority, and has obtained all third party consents, approvals and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the assignment of the Patent Rights to Assignee; and

(2) Assignor owns, and by this document assigns to Assignee, all right, title, and interest to the Patent Rights, including, without limitation, all right, title, and interest to sue for infringement of the Patent Rights. Assignor has obtained and properly recorded previously executed assignments for the Patent Rights as necessary to fully perfect its rights and title therein in accordance with governing law and regulations in each respective jurisdiction. The Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patent Rights. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patent Rights.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Patent Rights.

The terms and conditions of this Assignment of Patent Rights will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at
ANN ARBOR, MI on 6-5-09

ASSIGNOR:

Donald E. Gillespie (individual.)

By:

Donald E. Gillespie

Name:

Donald E. Gillespie

Title:

Inventor, Sole owner

(Signature **MUST** be notarized)

STATE OF Michigan)
) ss.
COUNTY OF Washtenaw)

On 6-5-09, before me, Zachary L. Prior
~~Donald Gillespie~~ "ok" 06/09

Notary Public in and for said State, personally appeared Donald E. Gillespie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Zachary L. Prior

ZACHARY L. PRIOR
Notary Public - Michigan
Oakland County
My Commission Expires Mar 25, 2013
Acting in the County of Washtenaw

(Seal)



PATENT

*Exhibit C***ASSIGNMENT OF RIGHTS IN CERTAIN ASSETS**

For good and valuable consideration, the receipt of which is hereby acknowledged, Donald E. Gillespie, an (individual), with an office at 4629 Platt Rd., Ann Arbor MI, 48108 ("*Assignor*"), docs hereby sell, assign, transfer, and convey unto Digger Montana, LLC, an Oregon limited liability company, with an address at 1256 West 50 South, Centerville Utah, 84014 ("*Assignee*"), or its designees, the right, title, and interest in and to any and all of the following provisional patent applications, patent applications, patents, and other governmental grants or issuances of any kind (the "*Certain Assets*"):

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
6,982,090	USA	May 10, 2001	More easily visualized punctum plug configurations

Assignor assigns to Assignee all rights to the inventions, invention disclosures, and discoveries in the assets listed above, together, with the rights, if any, to revive prosecution of claims under such assets and to sue or otherwise enforce any claims under such assets for past, present or future infringement.

Assignor hereby authorizes the respective patent office or governmental agency in each jurisdiction to make available to Assignee all records regarding the Certain Assets.

The terms and conditions of this Assignment of Rights in Certain Assets will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its successors, assigns, and other legal representatives.

DATED this 5 day of June 2009.

ASSIGNOR:

Donald E. Gillespie, (individual.)

By: Donald E. Gillespie
 Name: Donald E. Gillespie
 Title: Inventor, soul owner of patent

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LIST OF INITIAL DELIVERABLES

Seller will cause the following to be delivered to Purchaser, or Purchaser's representative, within the time provided in paragraph 3.1 of the attached Patent Purchase Agreement:

(a) U.S. Patent. For the Patent:

(i) the original

- (A) ribbon copy issued by the United States Patent and Trademark Office,
- (B) Assignment Agreement(s),
- (C) conception and reduction to practice materials, and

(ii) a copy of

- (A) the Docket,
- (B) each relevant license and security agreement;
- (C) relevant notebook sections, graphical, electronic or hard copy material describing the Intellectual Property conveyed and providing indicia of Inventorship and Reduction to Practice of the subject invention,
- (D) the file wrapper (prosecution history) of the subject patent, and
- (E) the "know-how" and "show-how" defined in Intellectual Property above.

(b) Common Interest Agreement. Seller will deliver any Initial Deliverables to be delivered by Seller under paragraph (b) above to Purchaser's legal counsel, together with two (2) executed originals of the Common Interest Agreement.

(c) Thorough Search/Declaration. If originals of the Initial Deliverables are not available and delivered to Purchaser prior to Closing, Seller will cause (i) such originals of the Initial Deliverables to be sent to Purchaser or Purchaser's representative promptly if and after such originals are located and (ii) an appropriate executive officer of Seller to deliver to Purchaser an declaration, executed by such officer under penalty of perjury, detailing Seller's efforts to locate such unavailable original documents and details regarding how delivered copies were obtained; and

Capitalized terms used in this Exhibit D are defined in the Patent Purchase Agreement to which this Exhibit D is attached.

Exhibit A

PATENT TO BE ASSIGNED

<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title of Patent and First Named Inventor</u>
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