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U.S. DEPARTMENT OF COMMERCE
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103641126

PATENT 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)

Robert J. Berry

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

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

Execution Date(s) ~~March 29, 2004~~ Feb 17, 2006

- ☒ 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: Berry Living Trust, dated February 17, 2006
Internal Address: 183Street Address: 6473 Tremolite DriveCity: Castle RockState: ColoradoCountry: USA Zip 80108Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)

10/227,467

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

B. Patent No.(s)

6,755,311 B2

Additional numbers attached? ☐ Yes ☒ No

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

Name Robert Berry

Internal Address: _____

Street Address: 6473 Tremolite DriveCity: Castle RockState: Colorado Zip 80108Phone Number 303-638-5000Fax Number: 720-981-4037Email Address: robertberry@keystoneadvisorsinc.com6. Total number of applications and patents involved: One7. Total fee (37 CFR 1.21(h) & 3.41) \$40

- ☐ 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:

Signature

Robert Berry

Name of Person Signing

2/18/12
DateTotal number of pages including cover sheet, attachments, and documents: 15/16

01/20/2012

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01/11/2012

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REEL: 027857 FRAME: 0440

Assignment and Nominee Agreement

This Agreement, made by and between R.J. BERRY and D.J. BERRY ("Owners") and R.J. BERRY and D.J. BERRY, Trustees, of the BERRY LIVING TRUST, dated February 17, 2006 ("Nominees") is effective February 17, 2006.

WHEREAS, Owners established a revocable trust ("Trust") for estate planning purposes on February 17, 2006;

WHEREAS, Owners hereby transfer all property owned by Owners to the Trust, including but not limited to the property identified on Schedule "A", whether real or personal, tangible or intangible, but exclusive of annuities, IRA's, retirement plans under the Internal Revenue Code, or any property the transfer of which would violate any agreement restricting transfer of such property or cause any tax to become due ("Property");

WHEREAS, Owners intend that any Property presently owned or acquired hereafter by any means shall be owned by Nominees;

WHEREAS, Owners and Nominees agree that certain Property is more conveniently managed and administered in the name of the Owners rather than Nominees;

WHEREAS, Nominees desire to establish a legal relationship with Owners with respect to the Property;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The above recital clauses are hereby incorporated into this Agreement by reference.
2. The parties expressly acknowledge that Owners hereby assign the Property to Nominees, and Owners are holding title to the Property as nominees for Nominees to the full extent of the interest therein. Owners expressly acknowledge that Owners have no interest whatsoever in the Property and agree that upon demand Owners will convey possession of the Property to Nominees.
3. Nominees shall bear all costs and expenses incurred in connection with the Property.
4. In any suit, arbitration or other action brought to enforce the provisions of this Agreement or for the breach or to restrain the breach of any of the terms of this Agreement (any such activity being referred to herein as a "Proceeding"), the prevailing party shall be entitled to receive from the other party hereto named in such Proceeding a reasonable attorney's fee, whether incurred before, during or after any hearing, appeal, or collection proceeding, as determined by the Court or Arbitrator, as the case may be, in such Proceeding.
5. This Agreement shall survive the death of Owners and Nominees.


Assignment of Patent

R.J. BERRY and D.J. BERRY do transfer and assign, without consideration, all right, title and interest which they now have in that Patent, _____ dated 4-29-04 and registered as certificate number 6755311-B2 to R.J. BERRY and D.J. BERRY, Trustees, or their successors in trust, under the BERRY LIVING TRUST, dated February 17, 2006 and any amendments thereto.

It is the intent of the Trustors to convert this asset from Husband Trustor's Separate Property to Community Property.

This assignment was executed on February 17, 2006.


R.J. BERRY


D.J. BERRY

STATE OF ARIZONA)
COUNTY OF MARICOPA) SS

The foregoing instrument was acknowledged before me on this February 17, 2006 by R.J. BERRY and D.J. BERRY Trustors.

Erica L. Krantzman
Notary Public

My Commission Expires:

