

06/08/2012

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

6-8-12



HEET

103645614

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)

Blast-N-Clean, LLC

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

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

Execution Date(s) 5/29/12

- ☒ 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: BYZ Enterprises, LLC

Internal Address: Same as below

Street Address: c/o Ross B. Perkal

708 Marquette NW

City: Albuquerque

State: New Mexico

Country: USA Zip: 87102

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)

60/604,539 11/212,276
PCT/ US05/30576

B. Patent No.(s)

7225816

Additional numbers attached? ☐ Yes ☐ No



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

Name: William C. Salmon

Internal Address: Same as Below

Street Address: 1801 Lomas Blvd NW

City: Albuquerque

State: New Mexico Zip: 87104

Phone Number: (505) 247-0328

Docket Number: _____

Email Address: wcs@spcnm.com

6. Total number of applications and patents involved: Four (4)

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 06/12/2012 AMULLING 00000028 60604539
Authorized User Name _____

9. Signature:

Signature

6/5/12

Date

William C. Salmon
Name of Person Signing

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

5

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 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 028399 FRAME: 0036

Exhibit B to Settlement Agreement

PATENT ASSIGNMENT

WHEREAS Ernest Byers, Albuquerque, New Mexico ("Inventor") previously invented certain new and useful improvements in connection with the residential and commercial cleaning of refuse containers (garbage carts) for which an application for a United States Patent was previously filed on August 25, 2005 and which application was assigned Serial Numbers 60/604, 539, 11/212, 276, PCT/US05/30576 ("Patent Application"), which Patent Application was approved by the United States Patent Office on June 5, 2007, and the patent for which was issued to Byers on that same date as U.S. Patent No. 7225816 ("Patent"); and

WHEREAS for good and valuable consideration, Inventor subsequently assigned all of his right, title and interest in and to the Patent to Blast N Clean LLC, a New Mexico limited liability company ("Assignee of Byers") by Assignment of Patent dated April 19, 2006 ("Inventor's Assignment"), and recorded as Patent Assignment reel 017556 frame 0502.

WHEREAS, BYZ Enterprises LLC, a New Mexico Limited Liability Company organized and existing under the laws of the State of New Mexico ("Patent Assignee"), whose mailing address is c/o Ross B. Perkal, Esq., 708 Marquette N.W., Albuquerque, New Mexico 87102, has now acquired from the Assignee of Byers all of its right, title and interest in the Patent, at a Uniform Commercial Code sale held on may, 17, 2012,

NOW, THEREFORE, in consideration of the payment of the sum of One Dollar (\$ 1.00) from Patent Assignee, the receipt of which is hereby acknowledged by Assignee of Byers, and other good and valuable consideration:

1. Assignment. The undersigned Assignee of Byers does, by these presents sell, assign and transfer unto said Patent Assignee for its full use and enjoyment and the use and enjoyment of its assigns and successors, the full and exclusive right in and to said inventions described in the Patent and the Patent itself, and any reissues that may be granted, in the United States and throughout the world, including the entire right, title and interest in and to said Patent, including any and all continuations, continuations-in-part, substitutions and reissues based on said Patent and/or on any new application(s) based upon said invention, and in and to any and all patents which may issue and/or be granted based on said invention in the United States and throughout the world, to have and to hold said Patent and any future patents which may be granted in the United States and any and all countries outside of the United States, based on said Patent, for the full term or terms of said Patent or reissues of the Patent or future patents, as fully and entirely as the same would have been held by Assignee of Byers, had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Patent, with the right of Patent Assignee to sue for and collect and receive any damages, royalties, or settlements for such infringements, for Patent Assignee's own use and for the use of Patent Assignee's successors and assigns and all rights to sue for an obtain injunctive relief against any and all infringers.
2. Warranty. Assignee of Byers hereby represents and warrants to the Patent Assignee the following facts, with the knowledge that such representations and warranties are material to Patent Assignee's election to receive and accept this Assignment as consideration for a legal settlement between Assignee of Byers and Patent Assignee:
 - (a) Assignee of Byers is the sole and exclusive owner of the Patent and has all right, title and interest arising from such ownership, free and clear of any liens, security interests, encumbrances, debts, rights or restrictions of any kind or nature;

- (b) That said Patent is now in full force and effect unmodified and that all maintenance fees that have become due with respect to the Patent have been paid in full and that there are not any such fees due and owing to the Patent Office as of the date of this Assignment;
- (c) That said Patent has not now nor has it ever been involved in any action or proceeding, including any interference proceeding, concerning the validity, infringement, enforceability or ownership of said Patent, and
- (d) That Assignor has no knowledge, actual or constructive, of any facts that could give rise to a claim that the Patent is invalid or unenforceable and/or that the Patent infringes on the claims of any other patent.

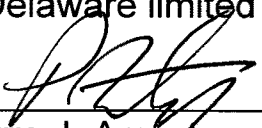
Assignor further represents and warrants that it has the legal and corporate power and authority to assign said Patent and to carry out and perform its obligations to Patent Assignee hereunder.

3. Request to Reissue Patent in name of Patent Assignee. The undersigned Assignee of Byers also hereby authorizes and requests the Director of the U.S. Patent and Trademark Office to re-issue said Patent to said Patent Assignee.

Executed this 29 day of ^{May}~~April~~, 2012, at Albuquerque, New Mexico.

Assignee of Byers:

Blast N Clean LLC,
A Delaware limited liability company

By: 
Pierre J. Amestoy, Jr., Managing Member
of Blast N Clean LLC

County of Bernalillo

29 day of ~~April~~ May

W(f)

6/5/15

