

04/07/2016

Form PTO-1595 (Rev. 08/08)
OMB No. 0651-0027 (exp. 9/30/2008)U.S. DEPARTMENT OF COMMERCE
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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)

GENE L. KEOUGH

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

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

Execution Date(s) 04/03/2016

- ☒ 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: IDEA'Z LLC

Internal Address: _____

Street Address: 6510 50TH ST. #77

City: KLAMATH FALLS

State: OREGON

Country: USA Zip: 97603

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)

US 8,808,044 B2

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: GENE L. KEOUGH

Internal Address: _____

Street Address: 1462 HOMEDALE RD.

City: KLAMATH FALLS

State: OREGON Zip: 97603

Phone Number: 541-884-5930

Fax Number: _____

Email Address: IDEA22072@GMAIL.COM

6. Total number of applications and patents involved: 1

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 _____

04/07/2016 KNGUYEN1 00000001 8800044

01 FC:8921 04.03.2016 40.00 DP

9. Signature: Gene L. Keough
SignatureGENE L. KEOUGH
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 12

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. 22313-1450PATENT
REEL: 038376 FRAME: 0715

PATENT ASSIGNMENT

This Patent Assignment (the "Assignment") is made and effective as of APRIL 3, 2016 ("Effective Date") by and between GENE L. KEOUGH [an individual] [corporation] [etc.] (the "Assignor") and IDEA'Z LLC, a [corporation][limited liability company] [etc.] (the "Assignee"). The Assignor and the Assignee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Assignor has invented certain new and useful inventions (the "Inventions") and (i) has registered or (ii) has applied for the registration of patents on the Inventions, which patents and applications for patents are listed on Schedule 1 attached hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, it is the Assignor's intention to assign and transfer to the Assignee [all] [ALL] of its right, title, and interest in and to the Inventions and the Patents; and

WHEREAS, the Assignee desires to acquire [all] [ALL] of the Assignor's right, title, and interest in and to the Inventions and the Patents and any and all letters patent or similar legal protections, foreign or domestic, to be obtained therefor; and

WHEREAS, each Party is duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, in consideration of the covenants and premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT OF PATENTS.

Effective as of the Effective Date, the Assignor sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee accepts and assumes [all][the above-designated part] of the Assignor's right, title, and interest in and to the following, [throughout the world]:

- (a) the Inventions and the Patents described in Schedule 1 hereto;
- (b) the patent claims, all rights to prepare derivative works, all goodwill, and other rights to the Inventions and the Patents;
- (c) any and all registrations, applications (including any divisions, continuations, continuations-in-part, and reissues of such applications),

corresponding domestic and foreign applications, letters patents, or similar legal protections issuing on such Inventions and the Patents, and all rights and benefits under any applicable treaty or convention;

- (d) all income, royalties, and damages hereafter due or payable to the Assignor with respect to the Inventions and the Patents including, without limitation, damages and payments for past or future infringements of the Inventions and the Patents; and
- (e) all rights to sue for past, present, and future infringements of the Inventions and the Patents.

2. CONSIDERATION.

As consideration for the assignment of the Inventions and the Patents and the Assignor's representations and warranties, the Assignee promises to pay the Assignor the amount of ONE DOLLAR dollars (\$ 1.00), to be paid within THIRTY (30) days of the Effective Date (the "Consideration").

3. AUTHORIZATION TO DIRECTOR.

The Assignor hereby authorizes the Director of the United States Patent & Trademark Office to issue said Patent to the Assignee, [of the entire right, title, and interest in and to the same,] for the Assignee's sole use and behoof, and for the use and behoof of the Assignee's legal representatives, to the full end of the term for which said Patent may be granted, as fully and entirely as the same would have been held by the Assignor had this assignment and sale not been made. [The Assignor also hereby authorizes and requests an attorney having the power of attorney to prosecute the application from _____ to insert here in parenthesis the filing date and application number (_____) of the patent application when known.]

4. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES.

The Assignor hereby represents and warrants to the Assignee that it:

- (a) is the sole owner of all right, title, and interest [being transferred] in and to the Inventions and the Patents;
- (b) has not assigned, transferred, licensed, pledged, or otherwise encumbered any of the Inventions or the Patents or agreed to do so;
- (c) has full power and authority to enter into this Assignment and to make the assignment as provided in Section 1;
- (d) is not aware of any violation or infringement of any third party's rights (or any claim thereof) by the Inventions or the Patents;

- (e) is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Assignment;
- (f) was not acting within the scope of employment of any third party when conceiving, creating, or otherwise performing any activity with respect to the Inventions and the Patents purportedly assigned in Section 1.

The Assignor agrees to immediately notify the Assignee in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

5. ASSIGNEE'S REPRESENTATIONS AND WARRANTIES.

The Assignee hereby represents and warrants to the Assignor that it:

- (a) has full power and authority to enter into this Assignment; and
- (b) has sufficient resources to complete the transaction contemplated by this Assignment and the authority to commit such resources for the purposes of such transaction.

The Assignee agrees to immediately notify the Assignor in writing if any facts or circumstances arise that would make any of the representations in this Assignment inaccurate.

6. NO EARLY ASSIGNMENT.

The Assignee agrees not to assign or otherwise encumber its rights in and to the Inventions, the Patents, and/or any associated registrations until it has paid to the Assignor the full Consideration provided for in this Assignment. Any assignment or encumbrance contrary to this provision shall be void.

7. DOCUMENTATION.

The Assignor will, as soon as is reasonably possible following a request from the Assignee, provide the Assignor with a complete copy of all documentation (in any format) relating to the Inventions and the Patents for the Assignee's own use, to meet record-keeping requirements of the Assignee, or to allow the Assignee to assert its rights granted pursuant to this Assignment. The Assignor will also, on request and without further consideration:

- (a) execute and deliver, or cause to be executed and delivered, to the Assignee any additional papers, including any separate assignments of the Inventions and the Patents, reasonably necessary to record the assignment in the United States [and throughout the world];

- (b) generally do all other lawful acts reasonable and necessary to record the Assignment in the United States [and throughout the world]; and
- (c) execute all lawful papers reasonable and necessary for Assignee to retain a patent on the Inventions, Patents, and/or on any continuing or reissue applications thereof.

8. NO FURTHER USE OF INVENTIONS OR PATENTS.

After the Effective Date, the Assignor agrees to make no further use of the Inventions, the Patents, or any patent equivalent thereto, except as authorized by the prior written consent of the Assignee, and the Assignor agrees to not challenge the Assignee's use or ownership, or the validity, of the Inventions or the Patents.

9. INDEMNIFICATION. (Choose only one).

Option 1: More favorable to the Assignee

The Assignor will indemnify the Assignee against and hold it harmless from:

- (a) any claim by a third party that any of the Inventions, the Patents, or their creation, use, exploitation, assignment, importation, or sale infringes on any patent or other intellectual property;
- (b) any claim by a third party that this Assignment conflicts with, violates, or breaches any contract, assignment, license, sublicense, security interest, encumbrance, or other obligation to which the Assignor is a party or of which it has knowledge;
- (c) any claim relating to any past, present, or future use, licensing, sublicensing, distribution, marketing, disclosure, or commercialization of any of the Inventions or the Patents by the Assignor; and
- (d) any litigation, arbitration, judgments, awards, attorneys' fees, liabilities, settlements, damages, losses, and expenses relating to or arising from (a), (b), or (c) above.

Option 2: More favorable to the Assignor

In the event that any of the Inventions or the Patents infringe on any United States patent of a third party not affiliated with the Assignee, the Assignor shall indemnify the Assignee against such claim; provided that all of the following are true:

- (a) the Assignee promptly gives notice of any such claim to the Assignor;

- (b) the Assignor controls the defense and settlement of such claim;
- (c) the Assignee fully cooperates with the Assignor in connection with its defense and settlement of such claim;
- (d) the Assignee stops all creation, public use, exploitation, importation, distribution, or sales of or relating to the infringing Inventions or Patents, if requested by the Assignor.

If the Assignee is enjoined from further practice or use of any infringing Invention or Patent or if the Assignee stops using any of the Inventions or Patents pursuant to the Assignor's request (as described in (d) above), the Assignor shall, at its own expense and option:

- (a) obtain the right for the Assignee to continue to use the infringing Invention or Patent;
- (b) modify the infringing Patent to eliminate such infringement (if practicable);
- (c) provide substitute non-infringing Inventions or Patents to the Assignee pursuant to this Assignment (if practicable); or
- (d) refund the amount paid under this Assignment for the infringing Inventions or Patents to the Assignee, on such terms and conditions as the Parties may thereafter agree.

The Assignor shall have no other obligations or liability if infringement occurs, and shall have no other obligation of indemnification or to defend or hold harmless relating to infringement. The Assignor shall not be liable for any costs or expenses incurred without its prior written authorization and shall have no obligation of indemnification or any liability whatsoever if the infringement is based on (i) any altered, changed, or modified form of the Inventions or Patents not made by the Assignor or (ii) the laws of any country other than the United States of America or its states.

10. SUCCESSORS AND ASSIGNS.

All references in this Assignment to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Assignment shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

11. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Assignment, regardless of the length of time for which such failure continues,

shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Assignment shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

12. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Assignor:

GENE L. KEOUGH
1462 HOMEDALE RD.
KLAMATH FALLS, OR 97603

If to the Assignee:

IDEA'Z LLC
6510 SO 6TH ST. # 77
KLAMATH FALLS, OR. 97603

13. GOVERNING LAW.

This Assignment shall be governed by the laws of the state of OREGON. In the event that litigation results from or arises out of this Assignment or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

14. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Assignment, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

15. SEVERABILITY.

Whenever possible, each provision of this Assignment, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Assignment will be reformed,

construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

16. ENTIRE ASSIGNMENT.

This Assignment, together with Schedule 1, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

17. HEADINGS.

Headings used in this Assignment are provided for convenience only and shall not be used to construe meaning or intent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR

[ASSIGNOR NAME]

By: Gene L. Keough
Name: GENE L. KEOUGH
Title: PRESIDENT

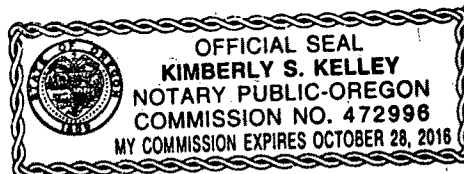
ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Oregon)
County of Klamath) ss

On this 3 day of April, 2016, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNOR] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Kimberly S. Kelley
My Commission Expires: October 28, 2016



ASSIGNEE

[ASSIGNEE NAME]

By: IDEA'Z LLC
Name:
Title:

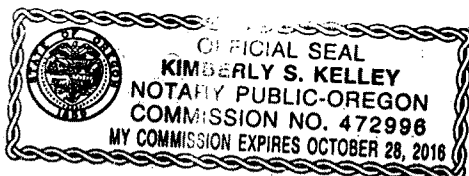
ACKNOWLEDGMENT
OF NOTARY PUBLIC

State of Oregon)
County of Klamath) .ss

On this 3 day of April, 2016, before me, the undersigned Notary Public, personally appeared before me [NAME], personally known to me or proved to me on the basis of satisfactory evidence to be the individual who signed the foregoing document as the [OFFICER TITLE] of the [ASSIGNEE] and acknowledged to me that [he] [she] executed the same in [his] [her] authorized capacity, and that by such signature, the person executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public: Kimberly Kelley
My Commission Expires: October 28, 2016



SCHEDULE 1

LIST OF PATENTS

Invention Name	Name(s) of Inventors	Date(s) of Execution of Declaration	Registration Number/ Application Number (if filed already)	Date of Registration/ Date of Filing (if filed already)
POWER PADDLE	GENE L. KEOUGH		14/099,858	AUG. 19, 2014
			# 8,808,044 B2	

"
SEE ATTACHED DRAWING"



US008808044B2

(12) **United States Patent**
Keough

(10) **Patent No.:** **US 8,808,044 B2**
(45) **Date of Patent:** **Aug. 19, 2014**

(54) **POWER PADDLE**

(71) Applicant: **Gene L. Keough**, Klamath Falls, OR
(US)

(72) Inventor: **Gene L. Keough**, Klamath Falls, OR
(US)

(*) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

(21) Appl. No.: **14/099,858**

(22) Filed: **Dec. 6, 2013**

(65) **Prior Publication Data**

US 2014/0178218 A1 Jun. 26, 2014

Related U.S. Application Data

(60) Provisional application No. 61/740,909, filed on Dec. 21, 2012.

(51) **Int. Cl.**
B63H 23/34 (2006.01)
B63H 1/14 (2006.01)
F04D 13/08 (2006.01)

(52) **U.S. Cl.**
CPC **F04D 13/08** (2013.01)
USPC **440/83; 440/49**

(58) **Field of Classification Search**
CPC B63H 23/34; B63H 20/14; B63H 20/12;
B63H 20/10; B63H 23/321; B63H 20/34;
F02B 61/045; F16C 3/03
USPC 440/49, 83, 63, 64, 78
See application file for complete search history.

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* cited by examiner

Primary Examiner — Lars A Olson

Assistant Examiner — Anthony Wiest

(74) *Attorney, Agent, or Firm* — Kolisch Hartwell, P.C.

(57) **ABSTRACT**

A portable propelling system including a driver removably coupled to a drive end portion of a shaft, and a propeller connected to a prop end portion of the shaft. The shaft may extend through an outer casing. The driver may be configured to rotate the shaft and the propeller about a rotational axis of the shaft relative to the outer casing. One or more water-buoyant components, such as one or more sections of polymeric closed-cell foam, may be disposed around the outer casing. A flexible strap may be coupled to the outer casing. A first end portion of the flexible strap may be operable between a connected position and a towing position. The system may be a telescoping system operable between collapsed and extended positions along the rotational axis.

11 Claims, 5 Drawing Sheets

