

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4157861

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	INNOVATION ARBITRAGE LLC	01/31/2002
RECEIVING PARTY DATA		
Name:	EASYTRIM LLC	
Street Address:	1501 HARBOR BOULEVARD	
City:	BELMONT	
State/Country:	CALIFORNIA	
Postal Code:	94002	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7188628
CORRESPONDENCE DATA		
Fax Number:	(802)862-7512	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	802-863-2375	
Email:	patip@drm.com	
Correspondent Name:	THOMAS D. KOHLER	
Address Line 1:	199 MAIN STREET, P.O. BOX 190	
Address Line 4:	BURLINGTON, VERMONT 05402-0190	
ATTORNEY DOCKET NUMBER:	16512-001USG1	
NAME OF SUBMITTER:	THOMAS D. KOHLER	
SIGNATURE:	/Thomas D. Kohler/	
DATE SIGNED:	11/28/2016	
Total Attachments: 26		
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ASSIGNMENT AGREEMENT

COPY

Assignment dated as of 31st day of January, 2002, by Daniel S. Bornze, ("Assignor"), to Innovation Arbitrage LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

COPY

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

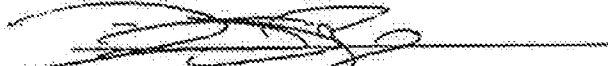
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR


Name: Daniel S. Bomze

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

INNOVATION ARBITRAGE LLC, a Delaware
limited liability company


(an Officer of Innovation Arbitrage LLC)

Name: Daniel S. Bomze

Title: Managing Member

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

A Brief Abstract of the Nail Trimmer Apparatus and Methods:

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

COPY

ASSIGNMENT AGREEMENT

Assignment dated as of 31st day of January, 2002, by Innovation Arbitrage LLC, a Delaware limited liability company, ("Assignor"), to EasyTrim LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, in consideration of the issuance by the Company to the Assignor of [REDACTED] Class A Membership Units of the Company, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR



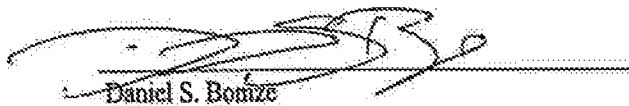
(an Officer of Innovation Arbitrage LLC)

Name: Daniel S. Bomze

Title: Managing Member

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

EASYTRIM LLC



Daniel S. Bomze

Managing Member

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

A Brief Abstract of the Nail Trimmer Apparatus and Methods:

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

COPY

ASSIGNMENT AGREEMENT

Assignment dated as of 31st day of January, 2002, by Lawrence G. Shubert, ("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

RECITALS

9/85 WHEREAS, the Assignor has been an employee of the Company since

WHEREAS, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

WHEREAS, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

COPY

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

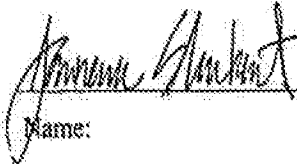
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

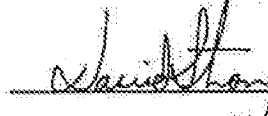
5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR


Name: _____

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.



(an Officer of IDEO Product Development)
Name: DAVID STRONG
Title: CFO

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

A Brief Abstract of the Nail Trimmer Apparatus and Methods:

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

COPY

ASSIGNMENT AGREEMENT

Assignment dated as of 31st day of January, 2002, by David E. Mallard,
("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

RECITALS

Nov. 1, 2001: WHEREAS, the Assignor has been an employee of the Company since Nov. 1, 2001

WHEREAS, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

WHEREAS, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

COPY

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

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3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR

David Mallard

Name: DAVID MALLARD

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.

David Strong

(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CFO

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

A Brief Abstract of the Nail Trimmer Apparatus and Methods:

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COPY

ASSIGNMENT AGREEMENT

Assignment dated as of 31st day of January, 2002, by Lynda A. Deakin, ("Assignor"), to IDEO Product Development, Inc., a Michigan corporation (the "Company").

RECITALS

WHEREAS, the Assignor has been an employee of the Company since SEPT 1997;

WHEREAS, the Assignor signed an Employee Assignment Agreement (the "Employee Agreement") and intended since the beginning of the employment relationship that any Works (as defined below and qualified in the Employee Agreement) be assigned to the Company;

WHEREAS, the Assignor and the Company intend to confirm the assignment of the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment, which supplements any and all prior agreements between the parties hereto regarding the assignment of the Works, to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

COPY

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

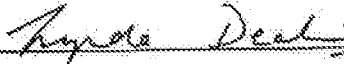
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

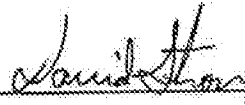
5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR


Name: LYNDA DEAKIN

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

IDEO PRODUCT DEVELOPMENT, INC.


(an Officer of IDEO Product Development)
Name: DAVID STRONG
Title: CEO

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

A Brief Abstract of the Nail Trimmer Apparatus and Methods:

The nail trimming apparatus is a small handheld battery powered device that safely trims people's nails by leveraging unique physical properties of the skin and nail tissue. A trimming action is driven by a compact motor of appropriate speed and torque and a mechanism that converts the rotation of the motor shaft to an oscillating action at the head. A cushioned abrasive surface attached to the head oscillates with a frequency and stroke that optimizes the trimming of the nail while not adversely affecting surrounding skin. By selecting a desirable form factor and trimming properties, the device is particularly well suited to trimming infant's nails. Infant's nails are often difficult to trim due to the small size of the finger and nail, the lack of cooperation by the infant and the precision required by existing nail trimming tools. The simple one-handed trimmer does not generally require significant dexterity and can be used whether the infant is asleep or awake. Preferable designs ensure smooth and quiet operation that does not scare the child, and the vibratory action elicits a tickling like feel to the infant's fingers and a sense of calm and confidence for the parent. Thus, the infant's nail can easily be trimmed and smoothed without any chance of injury to the child. Further, the device has potential application for pets and other animals with nails, adults, children, toddlers, and the elderly and infirm.

COPY

ASSIGNMENT AGREEMENT

Assignment dated as of 31st day of January, 2002, by IDEO Product Development Inc., a Michigan corporation, ("Assignor"), to EasyTrim LLC, a Delaware limited liability company (the "Company").

RECITALS

WHEREAS, in consideration of the issuance by the Company to the Assignor of [REDACTED] Class A Membership Units of the Company, the Assignor hereby agrees to assign to the Company the Works (as defined below), including, without limitation, the Intellectual Property Rights (as defined below) therein; and

WHEREAS, the Assignor is executing and delivering this Assignment to the Company for the purpose of transferring to and vesting in the Company all of the Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Assignor hereby conveys, transfers, assigns and delivers to, and vests in, the Company, all of Assignor's right, title and interest in and to the Works, including, without limitation, the Intellectual Property Rights therein.

ASSIGNMENT

1. Definitions. The following terms, as used in this Assignment, have the meanings set forth in this Section 1:

(a) The term "Works" shall mean all algorithms, ideas, inventions, original works of authorship, designs, discoveries, processes, technologies, computer programs and all improvements, rights and claims that have been developed by or for and are owned by Assignor and relate to any or all of the items listed on Exhibit A attached hereto:

(b) The term "Intellectual Property Rights" shall mean all patents and other patent rights, copyrights, trademarks, trade secret rights, and the equivalents of the foregoing under the laws of any jurisdiction, and all other intellectual property rights, including, without limitation, all applications and registrations with respect thereto, in and to the Works.

COPY

2. Assignment. The Assignor hereby assigns, conveys, transfers and delivers to, and vests in, the Company, without further consideration, all of the Assignor's entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to the Works, including, without limitation, all Intellectual Property Rights therein, which shall be the sole property of the Company, whether or not patentable. The right, title and interest is to be held and enjoyed by the Company and the Company's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Agreement not been made. In the event any Intellectual Property Rights shall be deemed by the Company to be patentable or otherwise registrable, the Assignor agrees to assist the Company (at its expense) in obtaining letters patent or other applicable registrations thereon and the Assignor agrees to execute all documents and do all other things (including testifying at the Company's expense) necessary or proper to obtain letters patent or other applicable registrations thereon and to vest the Company with full title thereto. Should the Company be unable to secure the Assignor's signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Intellectual Property Right, whether due to my mental or physical incapacity or any other cause, the Assignor hereby irrevocably designates and appoints the Company and each of its duly authorized officers and agents as Assignor's agent and attorney-in-fact, to act for and in the Assignor's behalf and stead, to execute and file any such document, and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of any Intellectual Property Rights with the same force and effect as if executed and delivered by the Assignor.

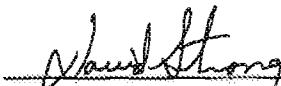
3. Representations and Warranties. The Assignor hereby warrants, represents and covenants to the Company that: (i) the Assignor has full right, power and authority to enter into and perform this Assignment, and to vest in the Company all rights set forth in this Assignment, free and clear of any and all claims, rights and obligations whatsoever; (ii) no part of the Works, including, without limitation, the Intellectual Property Rights therein, is an imitation or copy of, or knowingly infringes upon, any other material, or violates or infringes upon any common law or statutory rights of any person or entity, including, without limitation, rights relating to defamation, contract, trademark, patent, copyright, trade secret, privacy or publicity; and (iii) the Assignor has not sold, assigned, leased or in any other way disposed of or encumbered any of the Works, including, without limitation, the Intellectual Property Rights therein.

COPY

4. Governing Law. This Assignment shall be governed by the laws of the State of Delaware.

5. The terms of the Agreement are the final expression of the Agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The Agreement shall constitute the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving the Agreement.

ASSIGNOR



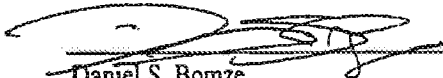
(an Officer of IDEO Product Development)

Name: DAVID STRONG

Title: CEO

The Company hereby consents to the foregoing Assignment upon the terms herein provided.

EASYTRIM LLC



Daniel S. Bomze
Managing Member

COPY

EXHIBIT A

Nail Trimmer Apparatus prototypes, design, engineering, product development, marketing materials, business plans, packaging, manufacturing plans and other know-how relating to nail trimming.

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