

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4764614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN K. KIRN	08/18/2016
STEVEN E. KOCH	08/22/2016
RECEIVING PARTY DATA	
Name:	COLUMBIA CASCADE COMPANY
Street Address:	1300 SW SIXTH AVENUE, SUITE 310
City:	PORTLAND
State/Country:	OREGON
Postal Code:	97201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29632425
CORRESPONDENCE DATA	
Fax Number:	(503)796-2900
<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:	503-222-9981
Email:	hkulin@schwabe.com
Correspondent Name:	SCHWABE WILLIAMSON & WYATT, PC
Address Line 1:	1211 SW FIFTH AVENUE
Address Line 2:	SUITE 1900
Address Line 4:	PORTLAND, OREGON 97204
ATTORNEY DOCKET NUMBER:	123483-236966
NAME OF SUBMITTER:	HEATHER KULIN
SIGNATURE:	/Heather Kulin/
DATE SIGNED:	01/08/2018
Total Attachments: 4	
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AGREEMENT

PARTIES:

Steven E. Koch

"Koch"

Columbia Cascade Company
an Oregon Corporation

"Columbia"

RECITALS:

1. Columbia has asked Koch to sign the Assignment, a copy of which is attached hereto marked Exhibit "A";
2. Koch has agreed to sign the Assignment in consideration of the covenants of Columbia set forth in this Agreement and Columbia has agreed to this condition.

NOW, THEREFORE, it is agreed as follows:


AGREEMENT:

1. In consideration of Koch's execution of the Assignment attached hereto marked Exhibit "A", Columbia agrees to pay Koch a commission of 5% of collected f.o.b. factory sales of products commonly known as "Diller Seating" covered by the attached Assignment.
2. The 5% commission will be owed on all sales of Diller Seating for a period of ten years after a patent is awarded as contemplated by the Assignment. No commission shall be owed on sales existing prior to award of patent.
3. The 5% commission will be paid quarterly on the 15th of the month following collection from the purchaser of product (to-wit: April 15th, July 15th, October 15th, and January 15th).
4. With each quarterly payment to Koch, Columbia shall provide the names of customers and the f.o.b. factory dollar amounts of Diller Seating sales to each customer.
5. Koch shall have the right to review the sales records of Columbia upon reasonable notice during normal business hours to confirm the accuracy of Diller Seating commission payments.
6. Koch agrees that Columbia's sales records are a trade secret and Koch agrees to keep all such information confidential.

7. Neither Koch nor Columbia make any representation as to the expected sales volume of Diller Seating.

8. Any dispute relating to this Agreement shall be resolved by binding arbitration through Arbitration Service of Portland, Inc. or USA&M with venue in Portland, Oregon, whichever body is selected by the filing party. The award of the arbitrator may be enforced in any court of competent jurisdiction and the prevailing party in arbitration proceedings shall be entitled to recover reasonable attorney's fees and costs, including the arbitrator's fees, and reasonable attorney's fees and costs in proceedings to enforce the award of the arbitrator.

COLUMBIA CASCADE COMPANY


Steven E. Koch

Dated: Aug 22, 2016


By: 
Print Name: STEVEN K KIRM
Title: SALES MGR.
Dated: AUG. 18, 2016


EXHIBIT "A"

Attorney Docket No. 123483-217048
IPN: D004

Patent

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged that the undersigned,

ASSIGNORS: Steven K. Kim and Steven  Koch

hereby sell, assign, and transfer to

ASSIGNEE: Columbia Cascade Company
1300 SW Sixth Avenue, Suite 310
Portland, OR 97201

and its successors, assigns, and legal representatives, the entire right, title, and interest for the United States and all foreign countries, in and to any and all improvements that are disclosed in the application for the United States patent entitled:

PARK BENCH

(I hereby authorize and request my attorney, associated with Customer Number 0026943, to insert on the designated lines below, the filing date and application number of said application when known.)

which was filed on September 27, 2016 as
United States Application Number 29/579,061,

depictions of which are shown in the appended flyer and drawings,

and in and to said application and all divisional applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions, and all other patent applications that have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original patents, reissued patents, reexamination certificates, and extensions, that have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all rights of priority resulting from the filing of said United States application;

agree that said Assignee may apply for and receive a patent or patents for said improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns, and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional

applications, continuation applications, continued prosecution applications, continuation-in-part applications, substitute applications, renewal applications, reissue applications, reexaminations, extensions and all other patent applications on any and all said improvements; execute all rightful oaths, assignments, powers of attorney, and other papers; communicate to said Assignee, its successors, assigns, and representatives all facts known to the undersigned relating to said improvements and the history thereof; and generally assist said Assignee, its successors, assigns, or representatives in securing and maintaining proper patent protection for said improvements and for vesting title to said improvements, and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns, and legal representatives; and

covenant with said Assignee, its successors, assigns, and legal representatives that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

I further agree to sign any documents necessary to facilitate the foregoing.

Inventor: Please sign and date below:

<u>8-18-16</u> Date	<u>Steven K. Kim</u> Name: Steven K. Kim
<u>8-22-16</u> Date	<u>Steven E. Koch</u> Name: Steven E. Koch

Assignment Document Return Address:
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Portland, Oregon 97204
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