

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7531387

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
KENNETH S. EILER PC AS ASSIGNEE UNDER AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, EXECUTED BY ABOM, INC		08/29/2022
RECEIVING PARTY DATA		
Name:	DAVID C. MCCULLOCH	
Street Address:	17688 UPPER CHERRY LANE	
City:	LAKE OSWEGO	
State/Country:	OREGON	
Postal Code:	97034	
PROPERTY NUMBERS Total: 38		
Property Type	Number	
Patent Number:	8566962	
Patent Number:	D675244	
Patent Number:	9681987	
Patent Number:	9999545	
Patent Number:	9419520	
Patent Number:	9678367	
Patent Number:	9808375	
Patent Number:	9532905	
Patent Number:	9693395	
Patent Number:	D769350	
Patent Number:	9351880	
Patent Number:	10111780	
Patent Number:	10398601	
Patent Number:	D704249	
Patent Number:	9072591	
Patent Number:	9210737	
Patent Number:	9301879	
Application Number:	17733747	
Application Number:	62245904	
Application Number:	15548421	

PATENT

Property Type	Number
Application Number:	62374887
Application Number:	15679106
Application Number:	15769951
Application Number:	15980490
Application Number:	15980030
PCT Number:	US1457887
PCT Number:	US1260523
PCT Number:	US1266434
PCT Number:	US1326227
PCT Number:	US1459040
PCT Number:	US1367308
PCT Number:	US1547179
PCT Number:	US1547232
PCT Number:	US1557203
PCT Number:	US1559498
PCT Number:	US1614944
PCT Number:	US1635801
PCT Number:	US1658330

CORRESPONDENCE DATA

Fax Number: (855)975-2435

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.

Phone: 5034848542

Email: howard@hpr-law.net

Correspondent Name: HOWARD RUSSELL

Address Line 1: PO BOX 2027

Address Line 4: SILVERTON, OREGON 97381

ATTORNEY DOCKET NUMBER:	22-0017
NAME OF SUBMITTER:	HOWARD RUSSELL
SIGNATURE:	/Howard Russell USPTO 34917/
DATE SIGNED:	09/10/2022

Total Attachments: 16

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EXHIBIT "A"
FORM OF PATENTS ASSIGNMENT AGREEMENT

This ASSIGNMENT effective as of the date of signature of the Assignor's signature, from Kenneth S. Eiler PC as Assignee under an Assignment for the Benefit of Creditors, executed by Abom, Inc. effective April 18, 2022 (hereinafter "Assignor") to David C. McCulloch ("Assignee").

WHEREAS Abominable Labs, LLC is a wholly-owned subsidiary of Abom, Inc. Abom, Inc. has assigned all of its assets, including those belonging to Abominable Labs, LLC, to Assignor pursuant to an Assignment for Benefit of Creditors executed by Abom, Inc. effective April 18, 2022;

WHEREAS Assignor is the exclusive owner of the entire right, title and interest in, to and under the patents (whether expired, abandoned, or in force) and patent applications (whether expired, abandoned, or issued as patents) set forth on Schedule 1 (hereafter referred to as "Patents");

WHEREAS Assignor desires to assign all of its right, title and interest in and to all of the Patents to Assignee, *AS IS*;

WHEREAS Assignee and Assignor are party to an INTELLECTUAL PROPERTY SALES AGREEMENT of even date of the Assignor's signature hereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound,

Assignor hereby sells, assigns, transfers, and conveys to Assignee, effective immediately upon Assignor's signature hereon, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest throughout the world in and to the Patents, including all related inventions, registrations, applications, renewals, extensions, provisionals, substitutions, certificates of invention, divisionals, continuations, continuations-in-part, re-issues, and reexaminations thereof, claims to priority, including any other counterparts or equivalents thereto worldwide, together with all (a) income, royalties, damages, and payments due or payable as of the Effective Date or thereafter (including damages and payments for past, present or future infringements); and (b) corresponding rights that, nor or hereafter, may be secured throughout the world with respect to any such Patents. Assignor hereby waives any moral rights, including, but not limited to, rights of attribution, integrity, and disclosure arising from all of the Patents, together with all claims for damages and other remedies asserted on the basis of moral rights, and hereby sells, assigns, transfers, conveys, and delivers to Assignee any waivers granted to Assignor of any such moral rights.

Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights assigned pursuant to this Assignment, recording such assignment and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance, or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably Assignee to do all other affirmative acts in connection therewith. Assignor hereby irrevocably appoints Assignee as its

attorney-in-fact (which appointment shall be deemed coupled with an interest) with respect to the assigned Patents to act in Assignor's name, place and stead to execute, deliver and record any document or instrument of assignment required in any country in which such documents may be required to sell, assign, transfer, convey, deliver, or confirm the rights sold, transferred, conveyed, delivered and confirmed herein.

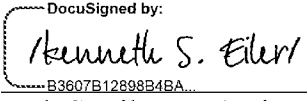
Assignee shall have the right to file or record this Assignment and any additional assignment documents described herein with the United States Patent and Trademark Office and any other equivalent authority, entity, or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commission of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the assigned Patents.

This Assignment shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the conflicts of laws provisions thereof.

The Schedule constitutes a part of this Assignment and is incorporated into this Assignment for all purposes.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Assignor: Kenneth S. Eiler P.C. as Assignee under an Assignment for the Benefit of Creditors, executed by Abom Inc. effective April 18, 2022

By:  DATE: 8/31/2022
By Kenneth S. Eiler, as Assignee under an Assignment for the Benefit of Creditors, executed by Abom Inc. effective April 18, 2022

Assignee: David C. McCulloch

By:  DATE: 8/31/2022
David C. McCulloch, Individual

SCHEDULE I

PATENTS AND PATENT APPLICATIONS

1. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – US Patent No. 8,566,962
2. SPORT GOGGLE (FREEDOME) – US Design Patent No. D675,244
3. BATTERY-POWERED GOGGLE (BATTERY PODS DESIGN) – US Design Patent No. D704,249
4. MICRO-CURRENT SENSING AUTO-ADJUSTING HEATER SYSTEM FOR EYE-SHIELD – US Patent No. 9,072,591
5. MULTI-REGION HEATED EYE SHIELD (LASERCUT) – US Patent No. 9,210,737
6. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) – New Zealand Patent No. 622576 – Abandoned
7. MULTIREGION HEATED EYE SHIELD (LASERCUT) – PCT Patent Application No. PCT/US14/57887 - Expired
8. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVEN FOGGING (OUTTIE) – US Patent No. 9,301,879
9. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – PCT Patent Application No. PCT/US12/60523 - Expired
10. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – Japan Patent No. 6180066 – Abandoned
11. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – S. Korea Patent No. 10-1782679 – Abandoned
12. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – China Patent No. ZL201280051416.5 – Abandoned
13. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – EPO Patent Application No. 2769263 – Expired
14. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – Australia Patent No. 2012326310 – Abandoned
15. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE) – Canada Patent No. 2,852,245 – Abandoned
16. INTERCHANGEABLE LENS GOGGLE ADAPTED TO PREVENT FOGGING (OUTTIE US Nat'l Phase – Stretchy Bands) – US Patent No. 9,681,987
17. MODULAR ANTI-FOG GOGGLE SYSTEM (INNIE) – PCT Patent Application No. PCT/US12/66434 - Expired
18. MODULAR ANTI-FOG GOGGLE SYSTEM (INNIE) – US Nat'l Patent 9,999,545 – Abandoned
19. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – PCT Patent Application No. PCT/US13/26227 – Expired
20. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – Japan Patent No. 6013692 – Abandoned
21. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – Canada Patent No. 2,864,108 – Abandoned
22. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – China Patent No. ZL201380009708.7 – Abandoned
23. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – EPO Patent Application No. 2814433 – Expired
24. PWM HEATING SYSTEM FOR EYE SHIELD (PWM) – S. Korea Patent No. 10-1604941 – Abandoned
25. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – US Patent No. 9,419,520

26. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – PCT Patent Application No. PCT/US14/59040 – Expired
27. GOGGLE WITH BATTERY PODS (BATTERY STRAP) – PCT Patent Application No. PCT/US13/67308 – Expired
28. MULTI-PANE, MULTI-GEOMETRY GOGGLE EYE-SHIELD (SPHERYNDRICAL) – US Patent No. 9,678,367
29. POWER-SAVING METHOD FOR DEFOGGING AN EYE-SHIELD (BOOST MODE) – US Patent No.9,808,375
30. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVENT FOGGING (OUTTIE) – US Provisional Patent Application No.61/994,827 - Expired
31. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVENT FOGGING (OUTTIE) – US Provisional Patent Application No. 61/548,253 - Expired
32. MODULAR ANTI-FOG GOGGLE SYSTEM (INNIE) – US Provisional Patent Application No. 61/563,738 – Expired
33. GOGGLE WITH BATTERY PODS (BATTERY STRAP) US Provisional Patent Application No. 61/721,047 - Expired
34. GOGGLE WITH BATTERY PODS (BATTERY STRAP) US Provisional Patent Application No. 61/750,644 - Expired
35. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVENT FOGGING (OUTTIE) – US Provisional Patent Application No. 62/108,507 – Expired
36. GOGGLE WITH BATTERY PODS (BATTERY STRAP) – US Nat'l Patent No. 9,532,905 – Abandoned
37. GOGGLE WITH BATTERY PODS (BATTERY STRAP) – EPO Patent 2914228
38. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVENT FOGGING (OUTTIE CIP FB – PRODUCTION MODEL W/ POST) – US Patent No. 9,693,395 – Abandoned
39. THERMALLY-PROTECTED CHEMICAL-CELL BATTERY SYSTEM (TPHBS) – US Patent Application No. 17/733,747 – Abandoned
40. POWER-SAVING METHOD FOR DEFOGGING EYE-SHIELD (BOOST MODE) – PCT Patent Application No. PCT/US25/47179 – Expired
41. MULTI-PANE, MULTI-GEOMETRY GOGGLE EYE-SHIELD (SPHERYNDRICAL) – PCT Patent Application No. PCT/US15/47232 – Expired
42. SPORT GOGGLE (FB PRODUCTION DESIGN) – US Design Patent No. D769,350
43. GOGGLE WITH EASILY INTERCHANGEABLE LENS THAT IS ADAPTABLE FOR HEATING TO PREVENT FOGGING (OUTTIE DIVISIONAL) – US Patent No.9,351,880 – Abandoned
44. GOGGLE INTERCHANGEABLE STRAP AND CLIP SYSTEM (I-STRAP) – PCT Patent Application No. PCT/US15/57203 – Expired
45. ELECTRICAL INTERCONNECTION SYSTEM FOR CUSTOMIZED HEATING OF AN EYE-SHIELD (SILVERLESS BUS BARS) – US Provisional Patent Application No. 62/245,904 – Expired
46. MICRO-CURRENT SENSING EYE-SHIELD HEATER SYSTEM (MICRO-SENSING) – PCT Patent Application No. PCT/US15/59498 – Expired
47. MICRO-CURRENT SENSING EYE-SHIELD HEATER SYSTEM – Japan Nat'l Patent Application No. 2017-528447 – Abandoned
48. GOGGLE LENS AND FACE GASKET ENGAGEMENT SYSTEM (TACTICAL GOGGLE SYSTEM) – US Provisional Patent Application No. 62/280,110 – Expired

49. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) – PCT Patent Application No. PCT/US16/14944 – Expired
50. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE – TORTUOUS INTERCONNECT) – US Nat'l Patent Application No. 15/548,421 – Abandoned
51. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – Japan Patent No. 6563387
52. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – Canada Nat'l Patent Application 2,925,348 – Abandoned
53. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – S. Korea Nat'l Patent Application No. 10-2016-7011997 - Abandoned
54. BATTERY COMPENSATION SYSTEM USING PWM (BCSP) – Australia Patent No. 2014239396 – Abandoned
55. THERMALLY-PROTECTED CHEMICAL-CELL BATTERY SYSTEM (TPHBS) – PCT Patent Application No. PCT/US16/35801 – Expired
56. THERMALLY-PROTECTED CHEMICAL-CELL BATTERY SYSTEM (TPHBS) – Canada Patent Application No. 2,932,409 – Expired
57. ELECTROCHROMIC DEVICE ADAPTED FOR HEATING TO PREVENT FOGGING (LC HEAT COMBO) – US Provisional Patent Application No. 62/374,887 – Expired
58. ELECTRICAL INTERCONNECTION SYSTEM FOR HEATING EYE-SHIELD (SILVERLESS) – PCT Patent Application No. PCT/US16/58330 – Expired
59. GOGGLE LENS AND FACE GASKET ENGAGEMENT SYSTEM (TACTICAL GOGGLE) – US Patent No. 10,111,780
60. GOGGLE WITH BATTERY PODS (BATTERY STRAP) – Germany Patent No. DE602013030917.5 – Abandoned
61. GOGGLE WITH BATTERY PODS (BATTERY STRAP) – France Patent No. EP2914228 – Abandoned
62. ELECTROCHROMIC DEVICE ADAPTED FOR HEATING TO PREVENT FOGGING (LC HEAT COMBO) – US Patent Application No. 15/679,106 – Abandoned
63. ELECTRICAL INTERCONNECTION SYSTEM FOR HEATING EYE-SHIELD (SILVERLESS) – US Nat'l Patent Application No. 15/769,951 – Abandoned
64. IMMERSIVE EXPERIENCE HEADSET ADAPTED TO PREVENT FOGGING (AR/VR) – US Patent No. 10,398,601
65. MODULAR ANTI-FOG GOGGLE SYSTEM (INNIE DIVISIONAL A) – US Nat'l Divisional A Patent Application 15/980,490 Abandoned
66. MODULAR ANTI-FOG GOGGLE SYSTEM (INNIE DIVISIONAL A) – US Nat'l Divisional B Patent Application 15/980,030 Abandoned
67. PWM HEATING SYSTEM FOR EYE SHIELD – Italy Patent No. 502018000032764 – Abandoned
68. PWM HEATING SYSTEM FOR EYE SHIELD – Denmark Patent No. 2814433 – Abandoned
69. PWM HEATING SYSTEM FOR EYE SHIELD – France Patent No. 2814433 - Abandoned
70. PWM HEATING SYSTEM FOR EYE SHIELD – Germany Patent No. 602013041206.5 - Abandoned
71. PWM HEATING SYSTEM FOR EYE SHIELD – Norway Patent No. 2814433 - Abandoned
72. PWM HEATING SYSTEM FOR EYE SHIELD – Sweden Patent No. 2814433 - Abandoned
73. PWM HEATING SYSTEM FOR EYE SHIELD – Switzerland Patent No. 2814433 - Abandoned
74. PWM HEATING SYSTEM FOR EYE SHIELD – United Kingdom Patent No. 2814433 – Abandoned
75. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) – France Patent No. 2769263 – Abandoned

- 76. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) –
Germany Patent No. 602012068394.0 – Abandoned
- 77. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) – Italy
Patent No. 502019000045165 – Abandoned
- 78. INTERCHANGEABLE LENS GOGGLE ADAPTABLE TO PREVENT FOGGING (OUTTIE) –
United Kingdom Patent No. 2769263 – Abandoned

COMMON LAW ASSIGNMENT FOR BENEFIT OF CREDITORS
OF
ABOM, INC.

Effective: April 18, 2022

Between: ABOM, Inc., (the "**Company**").

And: Kenneth S. Eiler, PC, ("**Assignee**")

A. Effective April 18, 2022 (the "**Effective Date**"), the Company wishes to establish a mechanism to distribute to its unsecured creditors, proportionately based on the amounts of their lawful claims, the net proceeds of its assets as promptly as possible, all without the intervention of legal or equitable proceedings, as part of a plan of complete liquidation pursuant to a common law assignment for the benefit of the Company's creditors.

B. To effectuate its plan of liquidation, the Company wishes to transfer to Assignee effective on the Effective Date, subject to existing liens and encumbrances, all of its assets (except as described herein), of whatever kind or nature (real, personal and mixed, tangible and intangible) (collectively at any particular time, the "**Assets**"), for purposes of administering and liquidating the Assets for the benefit of its creditors generally in accordance with the terms of this Agreement.

C. Assignee has agreed to act as Assignee under this Agreement.

NOW, THEREFORE, the parties agree as follows;

1. Definitions.

The following terms shall have the following meanings for purposes of this Agreement:

1.1 "Agreement" means this Common Law Assignment for the Benefit of Creditors of ABOM, Inc., an Oregon corporation, as the same may be amended from time to time in accordance with the terms hereof.

1.2 "Allowed Claim" means any Claim with respect to which the holder thereof has filed with Assignee, within forty-five (45) days after such Creditor has received from Assignee written notice of this Agreement, written proof of such Claim, but only to the extent that the amount and enforceability of such Claim have been: (i) determined by a court of competent jurisdiction prior to the date of this Agreement; or (ii) allowed by Assignee in its sole discretion.

1.3 "Allowed Secured Claim" means an Allowed Claim that is secured by a valid lien, security interest or other charge against or interest in any of the Assets or that is subject to setoff to the extent of the value of the Collateral or to the extent of amount subject to such setoff, as the case may be.

1.4 **"Allowed Unsecured Claim"** means an Allowed Claim that is not an Allowed Secured Claim.

1.5 **"Assets"** has the meaning as specified in Recital B.

1.6 **"Assignee"** means Kenneth S. Eiler, PC or any successor to such Person selected and appointed in accordance with this Agreement.

1.7 **"Available Cash"** at any particular time means all Cash held by Assignee less Cash then designated as Reserved Funds.

1.8 **"Cash"** means cash and cash equivalents.

1.9 **"Claim"** means a claim against the Company or against any of the Assets.

1.10 **"Claiming Period"** means, with respect to Unclaimed Cash arising from any particular distribution pursuant to this Agreement, a period of ninety (90) days following such Distribution Date.

1.11 **"Collateral"** means, with respect to any Allowed Secured Claim, the Assets that secure such Claim.

1.12 **The "Company"** means ABOM, Inc., an Oregon corporation.

1.13 **"Creditor"** means a holder of a Claim.

1.14 **"Designated Parties"** at any particular time means the Company at the addresses listed in paragraph 8 of this Agreement, and those particular Creditors who deliver to Assignee a specific written request that all notices under this Agreement be given to them and provide a mailing address.

1.15 **"Distribution Date"** means any date on which Cash distributions are to be made by Assignee pursuant to this Agreement to Creditors holding Allowed Unsecured Claims. Distributions shall occur at such time and with such frequency as Assignee deems reasonable in its discretion; provided that the amount of Cash to be distributed shall be determined by reference to the amount that exists as of the last day of the calendar month immediately prior to such Distribution Date.

1.16 **"Net Proceeds"** means, with respect to the Assets, all proceeds (in whatever form) received or receivable by Assignee as a result of the sale, collection or other disposition of any of the Assets after deduction, to the extent actually incurred and legally required to be paid, of all the following: (a) all reasonable costs and expenses incurred by Assignee in connection with such transactions, including, without limitation, all commissions and expenses arising from the employment of attorneys, accountants, appraisers, auctioneers, brokers and other professional persons with respect thereto; (b) all adjustments and liabilities with respect to such transactions, including, without limitation, all federal, state and local taxes arising from or related thereto; and (c) Allowed Secured Claims.

1.17 "Person" includes any individual, corporation, limited liability company, partnership, joint venture, association, trust or unincorporated organization.

1.18 "Pro Rata" means, with respect to any particular Allowed Unsecured Claim, the same proportion that such Allowed Claim bears to the aggregate amount of all Allowed Unsecured Claims.

1.19 "Reserved Funds" means a contingency reserve equal to One Hundred Thousand Dollars (\$100,000.00). Any Cash that is not Reserved Funds shall be Available Cash.

1.20 "Unclaimed Cash" at any particular time means the Cash (exclusive of any interest earned thereon) held by Assignee that is unclaimed by a Creditor following a distribution pursuant to this Agreement and includes Cash attributable to checks that have been returned as undeliverable without a proper forwarding address or that have not been cashed.

2. Intentionally Deleted.

3. Assignment of Assets.

The Company hereby grants, assigns, transfers and conveys to Assignee, in trust for the sole benefit of Creditors, subject to all Claims, liens, charges and other interests of third Persons with respect thereto, all of its right, title and interest in and to the Assets.

4. Acceptance of Assignment.

Assignee hereby accepts the Assets in trust pursuant to the terms of this Agreement, and agrees to hold, administer and distribute the Assets only in accordance with the terms hereof. The resignation, removal, death or incompetency of Assignee or its successor shall not operate to terminate this Agreement. Termination shall occur only in accordance with the terms of Section 7.

5. Duties of Assignee.

5.1 Generally. Assignee shall use its best efforts to: (a) reduce the Assets to Cash, by sale, collection or other disposition, as promptly as shall be feasible and in the best interest of Creditors; (b) maximize the amount of Net Proceeds available for distribution to holders of Allowed Unsecured Claims; (c) determine Allowed Claims at the lowest reasonable amount; and (d) expedite the fulfillment of its duties under this Agreement.

5.2 Segregation of Assets. Assignee shall not commingle any of the Assets with its own property or with the property of any other Person.

5.3 Cash Management. Assignee shall separately account for and hold in trust all Cash and shall be responsible for, and have control over the payment of, all Cash. Assignee shall promptly invest all Cash in an interest-bearing deposit account at a federally-insured bank.

5.4 Records. Assignee shall maintain the Company's records, prepare an inventory of all Assets and keep records reflecting all receipts and all payment of Cash. Assignee shall, during

normal business hours upon reasonable notice, permit any authorized representative designated by the Company to make extracts or copies of records relating to the Assets or this Agreement. Upon Assignee's receipt of a request by any Creditor to review any records of the Company relating to the Assets or this Agreement, Assignee shall provide the Company and the Company's legal counsel with copies of such request and shall permit the Company, the Company's legal counsel and/or other authorized representative designated by the Company to review and redact any and all records relating to such request, which contain privileged or confidential information. Thereafter, Assignee shall, during normal business hours upon reasonable notice, permit such Creditor to make extracts or copies of the redacted records relating to the Assets or this Agreement.

5.5 Creditor List. Assignee shall promptly prepare a schedule listing for each Creditor: (i) the name and mailing address of such Creditor; (ii) the amount claimed by such Creditor in such Creditor's proof of claim, if timely filed; and (iii) the Allowed Claim of such Creditor as determined by Assignee in good faith.

5.6 Reports. Assignee shall furnish to the Designated Parties:

5.6.1 Within thirty (30) days after the end of each calendar quarter, a summary by category of the source of all Cash received by Assignee during the prior quarter and of all disbursements made during such period.

5.6.2 From time to time, such additional information, reports or statements as may be reasonably requested.

5.7 Bankruptcy. Notwithstanding anything to the contrary contained in this Agreement, Assignee shall not have the power or authority to authorize the preparation or filing of a voluntary bankruptcy filing on behalf of the Company.

5.8 Creditor Distributions. Assignee shall make the following distributions to Creditors:

5.8.1 Except as provided in Section 5.8.3 below, upon collection or disposition of Collateral, Assignee shall pay to Creditors holding Allowed Secured Claims who have an interest in such Collateral, according to their interests in such Collateral, the Cash proceeds of such Collateral except that Assignee may surrender Collateral securing any such Claim in full or partial settlement and satisfaction of such Claim.

5.8.2 On each Distribution Date Assignee shall distribute Pro Rata to Creditors holding Allowed Unsecured Claims all Available Cash until the earlier of: (i) the date on which all such Claims have been paid in full, together with interest on the principal amounts thereof at the applicable legal rate in Oregon; or (ii) the date on which all Available Cash has been distributed; provided that notwithstanding the foregoing: (a) if one or more Allowed Unsecured Claims are entitled to priority in right of payment (whether under ORS 652.510 or other applicable law), then, to the extent such Claims are so entitled to priority, Assignee shall distribute Available Cash to the Creditors holding such Claims in the manner required by applicable law before making any distribution to other Creditors under this Section 5.8.2; (b) Assignee shall not be obligated to make a distribution if the amount of Available Cash for such distribution is less than \$10,000.00; (c) if there are any claims entitled to priority under Section 507 of the Bankruptcy Code such

claims shall be paid prior to Allowed Unsecured Claims; and (d) Assignee shall not be obligated to distribute less than \$25.00 to any such Creditor who is otherwise entitled thereto under the terms of this Agreement.

5.8.3 Assignee shall segregate the funds and cash receipts and disbursement records for the Company.

5.9 Unclaimed Cash. During the Claiming Period, Unclaimed Cash shall be distributed by Assignee to the Creditors entitled thereto upon presentation to Assignee of satisfactory proof of entitlement. On the first day after expiration of the Claiming Period: (a) the Creditors entitled to Such Unclaimed Cash shall no longer be entitled thereto; (b) the Allowed Claims of such Creditors shall be disallowed; (c) the then remaining Unclaimed Cash with respect to such distribution shall become Available Cash.

5.10 Reserved Funds. All Cash constituting the Reserved Funds shall be redesignated and distributed by Assignee in the same manner as Available Cash, after the full payment of all obligations and expenses incurred by Assignee under this Agreement, and immediately following the date on which all Assets have been reduced to Cash, or the remaining Assets are deemed burdensome and of no realizable value.

5.11 Compliance with Law. Assignee shall use best efforts to comply in all material respects with all laws applicable to the ownership, administration and disposition of the Assets.

5.12 Final Distribution. In the event all Creditors' claims are fully satisfied, any remaining Available Cash shall be paid to the Company.

6. Powers of Assignee.

Assignee shall have the power to do, or cause to be done, all the following; provided that under no circumstances shall Assignee have the power to engage in any trade or business:

6.1 General Powers. Perform, or to supervise and direct the performance of all of the rights, duties and obligations of Assignee provided for in this Agreement.

6.2 Administration of Assets. Preserve, administer and collect Assets in any manner that Assignee deems necessary or desirable in order to maximize the return to Creditors and to facilitate the prompt and punctual discharge of its duties under this Agreement.

6.3 Disposition of Assets. Market, negotiate and enter into and perform agreements for the sale or other disposition of the Assets, and when necessary in its sole discretion, to compromise or settle disputes with or debt obligations owed to the Company.

6.4 Litigation. Commence or continue legal proceedings for purposes of: (i) recovering or liquidating the Assets; or (ii) obtaining a determination of any controversy or dispute arising under or in connection with this Agreement.

6.5 Employment of Professionals. Engage professionals, including attorneys, accountants, appraisers, auctioneers, brokers and others on such terms as Assignee deems

necessary or appropriate to assist it in carrying out its duties under this Agreement. Assignee may retain any officers of the Company on a consulting basis if Assignee deems it in the best interests of the Assignment to do so.

6.6 Expenses. Incur and pay, from time to time, all expenses (including professional fees and administrative fees) that Assignee determines are reasonably necessary to carry out its duties under this Agreement or to discharge its obligations under applicable law (including laws pertaining to the environment, health or safety).

6.7 Access to Records. Obtain and possess all books of account, mail (in transit or hereafter addressed to the Company) and other records of the Company (regardless of form or how stored).

7. Concerning Assignee.

7.1 Standard of Care. Assignee shall exercise the rights and powers granted to it by this Agreement in the same manner and use the same degree of care and skill in their exercise as a prudent person would exercise and use under the circumstances in the conduct of his own affairs having due regard for the purposes of this Agreement.

7.2 Liability. Assignee and its agents and employees shall not be liable or responsible for: (i) any error of business judgment with respect to any action taken or omitted to be taken by Assignee or its agents and employees in their capacities as such except acts or omissions that constitute bad faith, gross negligence, willful misconduct or willful disregard of Assignee's rights, powers or duties under this Agreement; or (ii) the misconduct or negligence of any agent employed or selected by Assignee with due care.

7.3 Reliance. Assignee may rely upon and shall be protected in acting or refraining from acting on any court order or on any resolution, statement, certificate, instrument, report, notice, request or document believed by it to be genuine and to have been signed or presented by the proper person or persons; provided that Assignee shall be under a duty to have examined the same to determine whether or not such writings conform to the requirements of this Agreement. Assignee may consult with legal counsel and, in the absence of bad faith, negligence, willful misconduct or willful disregard of its duties, may rely on and shall be fully protected in acting upon any opinion rendered by such legal counsel.

7.4 Indemnification. Assignee, and all of its agents and employees shall be indemnified by and receive reimbursement from the Assets against and from any and all loss, liability, cost, damage or expense (including legal and other professional expenses incident thereto) which it may incur or sustain in the exercise or performance of any of its rights, powers and duties under this Agreement or which it may incur or sustain by virtue of serving or having served as Assignee under this Agreement, unless such loss, liability, cost, damage or expense is incurred or sustained as a result of Assignee's bad faith, gross negligence, willful misconduct or willful disregard of Assignee's rights, powers or duties under this Agreement.

7.5 Resignation. Assignee may resign under this Agreement by giving notice to the Company in writing; provided that such resignation shall not take effect until the earlier of: (i) the

date on which a successor Assignee has been selected by the Company and such appointment becomes effective; or (ii) the thirtieth (30th) day after such notice of resignation is given.

7.6 Removal. Assignee may be removed: (i) at any time, with or without cause, if the Company and five (5) or more Creditors agree to remove and replace Assignee with a mutually acceptable successor Assignee; or (ii) for cause.

7.7 Successors. If Assignee gives notices of its resignation or if, for any reason, there is a vacancy of Assignee's position under this Agreement, then and in such event the Company shall promptly select a successor Assignee. Each successor Assignee shall execute and deliver to the Company and to the predecessor Assignee an instrument accepting such appointment, the terms and conditions of which shall be the same as those contained in this Agreement, and thereupon such successor Assignee, without further act, shall be vested with all the rights, powers and duties of the predecessor Assignee with like effect as if originally named as Assignee herein. Upon the written request of the successor Assignee, the predecessor Assignee shall: (i) execute, acknowledge and deliver such documents and further assurances and do such other things as may reasonably be required to more fully confirm the appointment; (ii) transfer, deliver, account for and pay over to the successor Assignee all Cash and other Assets then held by such predecessor Assignee (subject to the predecessor Assignee's rights, if any, to compensation for time spent or reimbursement of costs or indemnity for asserted claims); and (iii) deliver to the successor Assignee any and all records, or copies thereof, in its possession, custody or control in respect of the Company or the Assets.

7.8 Compensation. The Assignee shall be entitled to a \$1,000.00 set-up fee. Assignee and his professionals shall also be entitled to reasonable compensation based upon customary rates in effect when services are performed (the hourly rate for Kenneth S. Eiler of Kenneth S. Eiler, PC as of the Effective Date of this Agreement is \$400.00) and to reimbursement of all reasonable and necessary out-of-pocket costs, expenses and advances incurred or made by Assignee or its employees performing services under this Agreement, except costs, expenses or advances attributable to Assignee's bad faith, gross negligence, willful misconduct or willful disregard of Assignee's rights, powers or duties under this Agreement. **The compensation for the attorneys for Assignee shall also include time prior to the Effective Date related to the drafting and establishment of the establishment of this Assignment for the Benefit of Creditors.** Such compensation and reimbursement shall be payable out of the Assets from time to time following a ten (10) day notice period to the Designated Parties of detailed billing statements.

7.9 Retirement Plan. Assignee shall not succeed as a fiduciary or trustee under any ERISA Qualified Employee Benefit Plan, including any 401(K) retirement plan.

7.10 Termination. This Agreement shall terminate at such time as all of the following events have occurred: (a) all Assets have been disposed of or the remaining Assets are deemed burdensome and of no value by Assignee; (b) Assignee has paid or discharged all expenses and obligations incurred by it pursuant to this Agreement; and (c) Assignee has otherwise fully discharged its duties under this Agreement.

8. General Provisions.

8.1 Notices. All notices, requests, demands and other communications given under or relating to this Agreement shall be in writing and deemed to have been given only when received and shall be delivered personally, by private messenger or courier service or by means of facsimile transmission to the following persons or their assigns at the following addresses or facsimile numbers unless changed by written notice to the other persons:

If to Assignee:	Kenneth S. Eiler, PC PMB 810 515 NW Saltzman Road Portland, OR 97229 kenneth.eiler7@gmail.com
If to the Company:	ABOM, Inc. c/o DWT Oregon, LLC, Reg. Agent 1300 SW Fifth Ave Suite 2300 Portland, 97201
With a copy to:	Nicholas J. Henderson Motschenbacher & Blattner LLP 117 SW Taylor Street, Suite 300 Portland, OR 97204 nhenderson@portlaw.com

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to choice of law rules.

8.3 Non-Assignability. The powers, duties and rights of Assignee shall not be assignable (voluntarily, involuntarily or by operation of law), and any such assignment shall be void. All covenants and agreements contained in this Agreement are personal to Assignee and shall be binding upon and inure to the benefit of Assignee.

8.4 Counterparts. This Agreement may be executed in multiple counterpart copies, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

8.5 Amendment or Waivers. No amendment or waiver of any provision of this Agreement shall be effective unless such amendment or waiver is evidenced by a writing signed by the parties against whom enforcement is sought.

8.6 Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable, the validity of all other terms and provisions shall in no way be affected. If feasible, any such offending provision shall be deemed modified within the limits of enforceability or validity.

8.7 Further Assurances. The Company and Assignee shall, from time to time and at any time, take and forbear from taking any and all actions as may be reasonably necessary to fully effectuate the purposes and intent of this Agreement.

Dated: April 14TH 2022.

ABOM, INC, an Oregon corporation

By: 

Name: David McCulloch

Title: President

Dated: April _____, 2022.

ASSIGNEE:

Kenneth S. Eiler, P.C.

By: _____

Name: Kenneth S. Eiler


Title: President

Dated: April _____, 2022. ABOM, INC, an Oregon corporation

By: _____
Name: David McCulloch
Title: President

Dated: April 14, 2022. ASSIGNEE:

Kenneth S. Eiler, P.C.

By:  _____
Name: Kenneth S. Eiler
Title: President