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## ASSIGNMENT

S. . .

This assignment, dated  $\frac{q-1}{r}$ , 1990 is made from CIDCO Group, Inc., a Kansas corporation, as assignor ("CIDCO" or "Assignor"), to ECOPAC, L.P., a Delaware limited partnership, as assignee ("Assignee").

## RECITALS

A. Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Twist-N-Mist II invention described in U.S. Patent No. 4,872,595 (the "Invention") and all related rights.

B. This Assignment is made pursuant to the Order Authorizing Sale entered by the U.S. Bankruptcy Court for the District of Colorado on March 15, 1990 in case no. 89-B-16522D.

### ASSIGNMENT

For good and valuable consideration,  $\lambda$  ssignor hereby assigns and agrees as follows:

1. <u>Property</u>. As used in this Assignment, the term "Property" includes:

a) the Invention,

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b) any improvements to the Invention (the "Improvements"),

c) U.S. Patent No. 4,872,595 (the "Patent"),

d) any and all documents, notes, drawings, models, molds or other material, including any material on nonvolatile computer media, relating to the Invention, the Improvements or the Patent owned by, in the possession of, or under the control of, Assignor or Avedon (the "Related Material"),

e) the right to file or prosecute any additional U.S. national patent applications relating to or arising out of the Invention, the Improvements or the Patent, including without limitation, any divisional, continuation, continuation-in-part, reissue or improvement applications (the "Domestic Application Rights"),

f) the right to file or prosecute any international patent application or inventor's certificate, or to file or prosecute in any foreign country an application for patent or for the registration of a utility model, industrial design, or model relating to or arising out of the Invention, the Improvements, or the Patent (the "International Application Rights"),

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g) the right to accept the grant of any U.S. national or international or foreign letters patent or other rights relating to or arising out of the Domestic Application Rights or the International Application Rights, and

h) any and all property rights and interests of any sort in and to the Invention, Improvements, the Patent, or Related Material.

2. <u>Assignment</u>. Assignor hereby sells, conveys, transfers and assigns to Assignee all its present right, title and interest in and to the Property, together with any and all after acquired right, title or interest in and to the Property.

3. Further Assurances. Assignor hereby covenants and agrees as follows:

a) promptly to sign and acknowledge all papers, make all rightful oaths or disclaimers, and do all lawful acts requested by Assignee or its successors, assigns or other legal representatives to perfect its or their rights in the Property or to aid in the realization of the full value of the Property, including without limitation, any and all documents that may be requested in order that the Assignee or its successors, assigns or other legal representatives may exercise its or their Domestic Application Rights and International Application Rights by making application therefor in its or their own name, all without any further compensation but at the expense of said assignee, its successors, assigns or other legal representatives,

b) promptly to communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the Property, or the history thereof, and to testify as to the same in any interference or other litigation when requested to do so without any further compensation but at the expense of said Assignee, its successors, assigns or other legal representatives,

c) to cooperate with the Assignee, its successors, assigns or other legal representatives to effect the assignments and assurances contemplated hereby.

4. <u>PTO</u>. the Assignor hereby authorizes and directs the Commissioner of Patents and Trademarks to transfer the Patent in accordance with this assignment, and to issue any other letters patent within the scope of this assignment in accordance with this assignment.

signed this <u>21</u> day of <u>Signe birst</u>, 1990, to be effective for all purposes as of the date first set forth above.

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ASSIGNOR: Gene Timernans, Trustee for CIDCO Group, Inc.

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COUNTY	OF	ARAPAHOE	88.

The foregoing instrument was acknowledged before me this <u>21st</u> day of <u>September</u>, 1990, by Gene Timmermans, as Trustee for CIDCO Group, Inc. Witness my hand and official seal.

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(seal) 

Baran Notary Public My Commission Expires: 4/4/92

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## RECORDED: 05/15/1998

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