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	Matthew R. Williams	Name: INNOTEK PET PROLUCTS, INC.
	Additional name(s) of conveying party(ies) attached?	Internal Address:
3.	Nature of conveyance: X Assignment Merger	ONE INNOWAY
	Security Agreement Change of Name	City: GARRETT State: IN
Exe	ecution Date: November 24, 1998	ZIP: 46738
4.	II Forting Hamber	ner with a new application, the execution
	A. Patent Application No.(s): Additional number	B: Patent No.(s): as attached? Yes X No
5.	Additional number	
5.	Additional number Name and address of party to whom correspondence concerning document	s attached? Yes X No 6 Total number of applications
5.	Name and address of party to whom correspondence concerning document should be mailed:	6 Total number of applications and patents involved: 1
5.	Name and address of party to whom correspondence concerning document should be mailed: Name: Todd T. Taylor	6 Total number of applications and patents involved: 1 7 Total fee (37 CFR 3.41):
	Name and address of party to whom correspondence concerning document should be mailed: Name: Todd T. Taylor Taylor & Associates, P.C.	Total number of applications and patents involved: 1 7 Total fee (37 CFR 3.41): \$40.00
1996 D	Additional number Name and address of party to whom correspondence concerning document should be mailed: Name: Todd T. Taylor Taylor & Associates, P.C. Internal Address:	Total number of applications and patents involved: 1 7 Total fee (37 CFR 3.41): \$40.00 X Enclosed Authorized to be charged
1996 D	Additional number Name and address of party to whom correspondence concerning document should be mailed: Name: Todd T. Taylor Taylor & Associates, P.C. Internal Address: WILER 00000052 09210175	Total number of applications and patents involved: 1 7 Total fee (37 CFR 3.41): \$40.00 X Enclosed Authorized to be charged to deposit account
1996 D	Additional number Name and address of party to whom correspondence concerning document should be mailed: Name: Todd T. Taylor Taylor & Associates, P.C. Internal Address: WILER 00000052 09210175 40.00 00 Street Address:	Total number of applications and patents involved: 1 7 Total fee (37 CFR 3.41): \$40.00 X Enclosed Authorized to be charged to deposit account

PATENT REEL: 9652 FRAME: 0460

ASSIGNMENT

WHEREAS, we, Scott A. Brune and Matthew R. Williams, residing at 9924 Washington Street, Leo, Indiana 46765 and 4717 Tacoma Avenue, Fort Wayne, Indiana 46807, respectively, have invented certain improvements in:

INGESTIBLE ANIMAL TEMPERATURE SENSOR described and claimed in an application for Letters Patent of the United States of America thereon, said application having been executed by us on even date herewith; and

WHEREAS, Innotek Pet Products, Inc., a corporation organized and existing under the laws of the State of Indiana, having a place of business at One Innoway, Garrett, Indiana 46738, is to acquire the entire right, title and interest in and to said invention and said application for Letters Patent;

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) to us in hand paid, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we do hereby assign, sell, transfer and set over unto said Innotek Pet Products, Inc., its successors and assigns, the full, entire and exclusive right, title and interest, for the territory of the United States of America and for all foreign countries, in and to said invention, as described in the application identified above, and in and to said application and any divisions or continuations or continuations-in-part thereof or substitutes therefor which may be filed, and in and to any patents or reissues, renewals or extensions thereof which may be granted on said application or for said invention, and in and to any patent application which may be filed on said invention in countries foreign to the United States of America and any patents granted thereon; said invention, applications, and Letters Patent to be held and enjoyed by said Innotek Pet Products, Inc., and its successors or assigns, to the full end of the term or terms for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment not been made.

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PATENT REEL: 9652 FRAME: 0461

We hereby authorize and request the Patent and Trademark Office officials in the United States of America and the Patent Office officials of any and all foreign countries to issue any and all of said Letters Patent, when granted to said Innotek Pet Products, Inc., as the assignee of our entire right, title and interest in and to the same, for the sole use and enjoyment of said Innotek Pet Products, Inc., its successors and assigns.

Further, we agree to execute all papers and to give such lawful testimony and to perform such other lawful acts as said Innotek Pet Products, Inc., its successors and assigns may require to enable it or them to procure Letters Patent on said invention or reissues or extensions thereof in the United States of America and/or in any foreign country, and/or to hold, enforce or convey said Letters Patent, reissues or extensions.

Executed this 24 day of November, 1998.

Scott A. Brune

Scott A. Brune

Matthew R. Williams

STATE OF INDIANA) COUNTY OF HUNTING TOAY

Before me, the undersigned, a Notary Public in and for said County and State, this day personally appeared Scott A. Brune and Matthew R. Williams, to me well known, who acknowledged the execution of the foregoing instrument as their free act and deed.

Notary Public

RECORDED: 12/11/1998

My Commission Expires: County of Residence: fratiling Ton'

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