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PAUL T. DIETZ

04-16-1999



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PATENTS ONLY

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RECORDATION FORM COVER SHEET

April 8, 1999

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

- Name of conveying party(ies): 1. Kennel Springs, Inc.
- Name and address of receiving party(ies): 2.

Name:

David H. Bornhofen

Street Address:

365 Maple Island Road

City:

Burnsville

State:

Minnesota Zip: 55306

3. Nature of Conveyance:

<u>x</u>	Assignme Security Other	nt Agreement		Merger Change	of	Name
			'			

Execution Date: March 19, 1999

- 4. Application number(s) or registration number(s): If this document is being filed together with a application, the execution date of the application is:
 - Α. Patent Application No.(s):
 - В. Patent No.(s): Des. 330,099

04/16/1999 DNGUYEN 00000066 330099

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PATENT REEL: 9875 FRAME: 0835 5. Name and address of party of whom correspondence concerning document should be mailed:

Name:

Paul T. Dietz, Esq.

NIKOLAI, MERSEREAU & DIETZ, P.A.

Street Address:

900 Second Avenue South, #820

City:

Minneapolis State: MN Zip: 55402-3325

Telephone: (612) 339-7461

- Number of applications and patents involved: 6.
- Total Fee (37 CFR 3.41): \$40.00 7. X A check is enclosed.
- The Commissioner is authorized to charge any fees or refund 8. any overpayment under 37 CFR 1.16 and 1.17 which may be required by this paper to Deposit Account No. 08-1265.

DO NOT USE THIS SPACE

Statement and signature. 9.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature of Paul T. Dietz

Date: April 8, 1999

Total number of pages including cover sheet, attachments and document: 4

> PATENT **REEL: 9875 FRAME: 0836**

ASSIGNMENT OF INVENTIONS

WHEREAS, Kennel Springs, Inc., a corporation of the State of Minnesota, having its principal place of business in St. Paul, Minnesota, represents, covenants and warrants that it is the sole and exclusive owner, by assignment, of Robert G. Sutherland's right, title, and interest in, to and under United States Letters Patent Number Des. 330,099 (hereinafter referred to as "the inventions");

WHEREAS, David H. Bornhofen, a citizen of the United States of America and resident of the State of Minnesota is desirous of acquiring the right, title and interest in and to said inventions and any and all patents of any and all countries which may be granted on said inventions;

NOW, THEREFORE, Be It Known that for and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by said David H. Bornhofen, and for other good and valuable consideration, the receipt of all of which is hereby acknowledged, Kennel Springs, Inc. has sold, assigned and transferred, and does hereby sell, assign and transfer unto said David H. Bornhofen, the entire right, title and interest, both legal and equitable, in and to Letters Patent Number Des. 330,099 and any reissue or reissues of said Letters Patent already granted and which may be granted on said applications, the same to be held and enjoyed by David H. Bornhofen for his own use and enjoyment, and for the use and enjoyment of his heirs, successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patent are granted or reissued as fully and entirely as the same would have been held and enjoyed by Kennel Springs, Inc., if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Letters Patent, with the right to sue for, and collect the same for his own use and behoof, and for the use and behoof of his heirs, successors, assigns or other legal representatives.

Kennel Springs, Inc. hereby represents, warrants and covenants that he has full right to convey the entire right, title and interest herein assigned, and that he has not executed, and will not execute, any agreements in conflict herewith.

Kennel Springs, Inc. hereby represents, warrants and covenants that no assignment, license, transfer, conveyance or agreement for any of the foregoing have been made by it which affects, includes or involves any rights or ownership interest it has in, to and under United States Letters Patent Number Des. 330,099 to Kennel Springs, Inc.

IN WITNESS WHEREOF, Kennel Springs, Inc. has executed this Assignment this 19th day of March, 1999.

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PATENT REEL: 9875 FRAME: 0837 Kennel Springs, Inc.

a Sutherland

Its: President/Owner

STATE OF MINNESOTA

COUNTY OF Honnepur

On this 19th day of March, 1999, before me, a Notary Public for and within the County aforesaid, personally appeared Robert G. Sutherland, to me known and known to me to be the President and owner of Kennel Springs, Inc., and he acknowledged to me that he executed the

same on behalf of Kennel Springs, Inc. and pursuant to authority duly received.

RECORDED: 04/09/1999

Notary Public