

04-21-1999

Docket No.: P01 39565

FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 LegalStar
POB/REV02



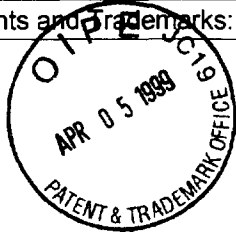
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101015956

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



1. Name of conveying party(ies):

Andre P. Perdreau
Loren R. Perry
Darrin W. Swanson

4-5-99

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: PacFab, Inc.

Internal Address: _____

Street Address: 10951 West Los Angeles Avenue

City: Moorpark State: CA ZIP: 93021

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 3/3/99, 3/18/99 and 3/3/99 respectively

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/178,404

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald C. Kordich, Esq.

Internal Address: _____

PRETTY, SCHROEDER & POPLAWSKI

Street Address: 444 South Flower Street, 19th Floor

04/21/1999 DNGUYEN 00000069 09178404

01 FC:581 40.00 OP

City: Los Angeles, State: CA ZIP: 90071

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

16-2460

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Donald C. Kordich, Reg. No. 38,213

Name of Person Signing

Signature

3/5/99

Date

Total number of pages including cover sheet, attachments, and document: 5

PATENT

REEL: 9889 FRAME: 0358

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Andre P. Perdreau of Northridge, CA, Loren R. Perry of Fountain Valley, CA, and Darrin W. Swanson of Simi Valley, CA, ("Assignors") have sold, assigned, and transferred, and do hereby sell, assign, and transfer unto PacFab, Inc., a corporation of the state of California, having a place of business at 10951 West Los Angeles Ave., Moorpark, CA 93021, and its successors, assigns, and legal representatives, ("Assignee") the entire right, title, and interest for the United States of America, its territories and possessions, in and to certain inventions in Spa Jet, described, illustrated, and claimed in an application for United States Letters Patent filed on October 24, 1998, and assigned Application No. 09/178,404, together with the entire right, title, and interest in and to the application, and in and to United States Letters Patent that may be issued upon the application and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

We hereby also sell, assign, and transfer to Assignee the entire right, title, and interest for all countries foreign to the United States of America in and to the inventions, together with the entire right, title, and interest in and to applications for patents or counterparts of foreign countries, including all rights under any international conventions and treaties in respect of the inventions and the applications for patent or foreign counterparts in foreign countries, and in and to patents or counterparts of foreign countries that may be issued upon the applications and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

We hereby authorize Assignee to apply for patents or counterparts in foreign countries directly in its own name, and to claim the priority of the filing date of the application for United States Letters Patent under the provisions of any and all international conventions or treaties.

We agree that, when requested, without charge to Assignee but at its expense, we will do all lawful acts, including the execution of all papers, taking all rightful oaths, giving of testimony, that may be necessary, desirable, or convenient for securing, maintaining, reissuing, and enforcing patents or counterparts for the inventions in any and all countries, and for perfecting, recording,

vesting, or maintaining title in the inventions and the applications, and any patent or counterparts granted for the invention, in Assignee, its successors, assigns, and legal representatives or nominees in any and all countries.

We represent and warrant that we have not granted and will not grant to others any rights inconsistent with the rights granted herein.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent upon the application, division, extension, continuation, continuation-in-part, reexamination, or reissue, to Assignee, its successors, assigns, and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by us had this Assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents or counterparts of their respective countries to the Assignee.

We hereby covenant with Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

IN WITNESS WHEREOF, We have executed this Assignment and Agreement.

Inventors are being named on separately numbered sheets attached hereto.

Assignor: Andre P. Perdreau of Northridge, CA

Assignor's Signature: _____

Andre P. Perdreau

Dated: 3-3-99

STATE OF California
COUNTY OF Ventura

On this 3rd day of March, 1999, before me, personally appeared Andre P. Perdreau, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Robin L. Viola
(Signature of Notary)



Assignor: Loren R. Perry of Fountain Valley, CA

Assignor's Signature: _____

Loren R. Perry

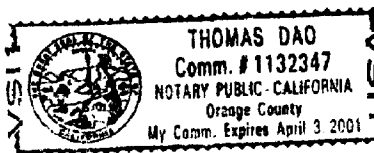
Dated: 3-18-99

STATE OF CALIFORNIA
COUNTY OF ORANGE

On this the 18th day of March, 1999, before me, personally appeared Loren R. Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Thomas Dao
(Signature of Notary)



Assignor: Darrin W. Swanson of Simi Valley, CA

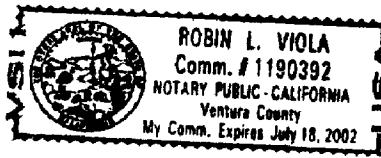
Assignor's Signature: D. S. Dated: 3-3-99

STATE OF California
COUNTY OF Ventura

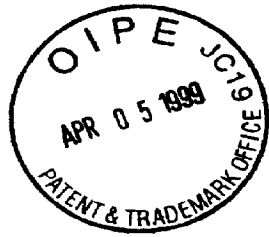
On this 3rd day of March, 1999, before me, personally appeared Darrin W. Swanson, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Robin L. Viola
(Signature of Notary)



ASSIGN.WPD



Docket No.: P01 39565

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of)	Examiner: Unassigned
)	
Perdreau, Andre P., et al.)	Group Art Unit: 3752
)	
Application No.: 09/178,404)	
)	
Filed: October 24, 1998)	
)	
For: Spa Jet)	
_____)	

Assistant Commissioner for Patents
Washington, DC 20231

STATEMENT ESTABLISHING RIGHT OF ASSIGNEE
TO PROSECUTE PURSUANT 37 CFR 3.73(b)

Sir:

PacFab, Inc., a corporation, states that it is the assignee of the above-captioned patent application by virtue of an assignment from the inventor(s) of the above-captioned patent application, a copy of which is attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

Respectfully submitted,
PacFab, Inc.

Dated: 2/26/99

By: *Gary Burkitt*
Gary Burkitt
Vice President, Product Safety
& Reliability

10951 West Los Angeles Ave.
Moorpark, CA 93021

ASSIGNMENT AND AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Andre P. Perdreau of Northridge, CA, Loren R. Perry of Fountain Valley, CA, and Darrin W. Swanson of Simi Valley, CA, ("Assignors") have sold, assigned, and transferred, and do hereby sell, assign, and transfer unto PacFab, Inc., a corporation of the state of California, having a place of business at 10951 West Los Angeles Ave., Moorpark, CA 93021, and its successors, assigns, and legal representatives, ("Assignee") the entire right, title, and interest for the United States of America, its territories and possessions, in and to certain inventions in Spa Jet, described, illustrated, and claimed in an application for United States Letters Patent filed on October 24, 1998, and assigned Application No. 09/178,404, together with the entire right, title, and interest in and to the application, and in and to United States Letters Patent that may be issued upon the application and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

We hereby also sell, assign, and transfer to Assignee the entire right, title, and interest for all countries foreign to the United States of America in and to the inventions, together with the entire right, title, and interest in and to applications for patents or counterparts of foreign countries, including all rights under any international conventions and treaties in respect of the inventions and the applications for patent or foreign counterparts in foreign countries, and in and to patents or counterparts of foreign countries that may be issued upon the applications and upon any division, extension, continuation, continuation-in-part, reexamination, or reissue thereof.

We hereby authorize Assignee to apply for patents or counterparts in foreign countries directly in its own name, and to claim the priority of the filing date of the application for United States Letters Patent under the provisions of any and all international conventions or treaties.

We agree that, when requested, without charge to Assignee but at its expense, we will do all lawful acts, including the execution of all papers, taking all rightful oaths, giving of testimony, that may be necessary, desirable, or convenient for securing, maintaining, reissuing, and enforcing patents or counterparts for the inventions in any and all countries, and for perfecting, recording,

vesting, or maintaining title in the inventions and the applications, and any patent or counterparts granted for the invention, in Assignee, its successors, assigns, and legal representatives or nominees in any and all countries.

We represent and warrant that we have not granted and will not grant to others any rights inconsistent with the rights granted herein.

We hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue any Letters Patent upon the application, division, extension, continuation, continuation-in-part, reexamination, or reissue, to Assignee, its successors, assigns, and legal representatives, to the full end of the term for which Letters Patent may be granted, the same as they would have been held and enjoyed by us had this Assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents or counterparts of their respective countries to the Assignee.

We hereby covenant with Assignee, its successors, assigns, and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

IN WITNESS WHEREOF, We have executed this Assignment and Agreement.

Inventors are being named on separately numbered sheets attached hereto.

Assignor: Andre P. Perdreau of Northridge, CA

Assignor's Signature: *Andre P. Perdreau*

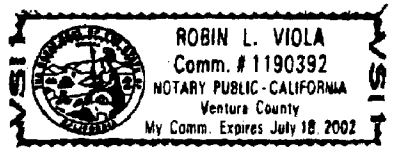
Dated: 3-3-99

STATE OF California
COUNTY OF Ventura

On this 3rd day of March, 1999, before me, personally appeared Andre P. Perdreau, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal the day and year of this certificate first above written.

Robin L. Viola
(Signature of Notary)



Assignor: Loren R. Perry of Fountain Valley, CA

Assignor's Signature: *Loren R. Perry*

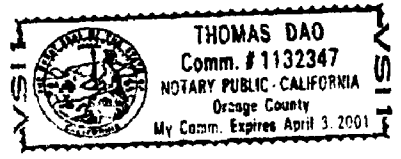
Dated: 3-18-99

STATE OF CALIFORNIA
COUNTY OF ORANGE

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Thomas Dao
(Signature of Notary)



Assignor: Darrin W. Swanson of Simi Valley, CA

Assignor's Signature: D. S.

Dated: 3-3-99

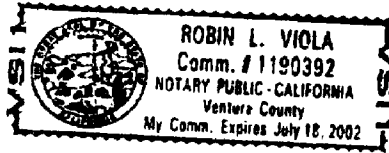
STATE OF California
COUNTY OF Ventura

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WITNESS my hand and official seal the day and year of this certificate first above written.

Robin L. Viola

(Signature of Notary)



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