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OMB No. 0651-0011 (Exp. 4/94)

PAT



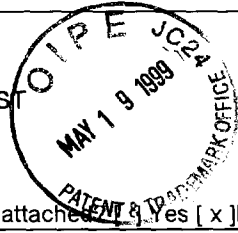
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Timothy A. BACHMAN, Gary ASHURST
and Floyd J. BINDER



2. Name and address of receiving party(ies)

Name: Teledyne Industries, Inc.,
a California corporation, d/b/a Teledyne Water Pik

Internal Address _____

Additional name(s) of conveying party(ies) attached _____ Yes [x] No

3. Nature of conveyance:

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

Street Address: 1730 East Prospect Road

City: Fort Collins State: CO ZIP: 80553-0001

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

Execution Date: April 6, 1999

4. Application number(s) or patent number(s):

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

A. Patent Application No.(s)

Serial No. 09/217,972

B. Patent No.(s)

Additional numbers attached? [] Yes [x] No

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

Name: Lee R. Osman, Esq.

Internal Address: Holland & Hart LLP

P.O. Box 8749

Denver, CO 80201-8749

Street Address: 555 17th Street, Suite 3200

City: Denver State: CO ZIP: 80202

6. Total number of applications and patents involved: [1]

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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

Lee R. Osman

Name of Person Signing

Signature

May 19, 1999

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

05/24/1999 11:11 AM 00000006 09217972

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ASSIGNMENT

WHEREAS, we, Timothy A. BACHMAN, whose post office address is 725 Eastdale Drive, Fort Collins, Colorado 80524; Gary ASHURST, whose post office address is 1405 West Mountain Avenue, Fort Collins, Colorado 80524; and Floyd J. BINDER, whose post office address is 1616 Crestmore Place, Fort Collins, Colorado 80521; have made a certain new and useful invention relating to a ORAL IRRIGATOR HANDLE ASSEMBLY HAVING A PRESSURE CONTROL VALVE AND STOP VALVE ASSEMBLY, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. 09/217,972 filed on December 18, 1998, for ORAL IRRIGATOR HANDLE ASSEMBLY HAVING A PRESSURE CONTROL VALVE AND STOP VALVE ASSEMBLY; and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Teledyne Industries, Inc., a California corporation, doing business as Teledyne Water Pik, whose post office address is 1730 East Prospect Road, Fort Collins, Colorado 80553-0001, is desirous of acquiring the entire interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, and the Letters Patent, or any reissue or reexamination thereof, to be obtained therefor:

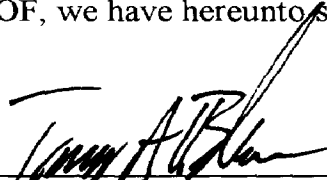
NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said Teledyne Industries, Inc., and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or reexamination thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal,

reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

4/6, 1999

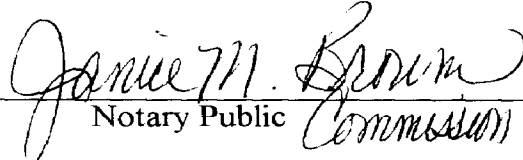


Timothy A. BACHMAN

STATE OF COLORADO)
COUNTY OF Larimer) ss.

On this 6th day of April, 1999, before me a notary public in and for said county, appeared Timothy A. BACHMAN who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)



Notary Public Commission Expires 1/22/02

04/06, 1999

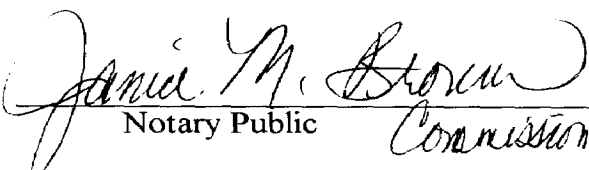


Gary ASHURST

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

On this 6th day of April, 1999, before me a notary public in and for said county, appeared Gary ASHURST who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)



Notary Public Commission Expires 1/22/02

4-6, 1999


Floyd J. BINDER

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

On this 6th day of March, 1999, before me a notary public in and for said county, appeared Floyd J. BINDER who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the uses and purposes therein set forth.

(S E A L)


Notary Public

DENVER:0908527.01