

05-28-1999



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AND TRADEMARK OFFICE

IN RE APPLICATION OF:

**Dean Bettcher and Christopher Kubinski**

SERIAL NUMBER: **To be Assigned**

Express Mail No.: **EE412603675US**

FILED: **UNKNOWN**

**FOR: Apparatus and Method for Drying  
Solid Articles**

PATENT

**5.15.99**

ART UNIT NO.: **UNKNOWN**

EXAMINER: **UNKNOWN**

ATTORNEY DOCKET NO.:

**CALT1718**

Morgan Hill, California

May 13, 1999

I hereby certify that this Combined Declaration and Power of Attorney and the documents referred to as enclosed therein are being deposited with the United States Postal Service on May 14, 1999 in an envelope as "Express Mail" Mailing Label Number **EE412603675US**, addressed to Box PATENT APPLICATION, Assistant Commissioner for Patents, Washington, D.C. 20231

Typed or printed name of person mailing paper or fee

Signature of person mailing paper

**09-312.075**

**COVER SHEET FOR ASSIGNMENT (DOCUMENT) ACCOMPANYING  
NEW PATENT APPLICATION (37 CFR 3.31) IDENTIFICATION OF  
APPLICATION (37 CFR 3.21 and 37 CFR 3.31(A)(4))**

Box PATENT APPLICATION  
Assistant Commissioner for Patents  
Washington, DC 20231

Dear Sir:

1. The Patent Application filed herewith and to which the attached assignment (document) refers is identified as follows:

- a. Date of execution: May 14, 1999
- b. Name of each inventor:
  - 1: **Dean Bettcher**
  - 2: **Christopher Kubinski**
- c. Title of invention: **Apparatus and Method for Drying Solid Articles**

**NAME OF PARTY(IES) CONVEYING INTEREST (37 CFR 3.31(A)(1))**

**May 14, 1999**

2. The party(ies) conveying this interest is (are):

Name 1: **Dean Bettcher**

Name 2: **Christopher Kubinski**

**NAME AND ADDRESS OF PARTY(IES) RECEIVING INTEREST**  
**(37 CFR 3.31(A)(2))**

3. The rights are being conveyed to:

Name: **Caltek Sales**

Address: **3130 De La Cruz Boulevard, Suite 130**  
**Santa Clara, California 95054**

Telephone No.: (408) 988-5153

**DESCRIPTION OF INTEREST CONVEYED OR**  
**TRANSACTION RECORDED (37 CFR 3.31(A)(3))**

4. The accompanying document intends to accomplish:

- ☒ an assignment  
☐ a security agreement  
☐ a license  
☐ a merger  
☐ a change of name  
☐ a change of address  
☐ other

**NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE**  
**SHOULD BE MAILED (37 CFR 3.31(A)(5))**

5. Please address correspondence to:

**Douglas A. Chaikin, Esq.**  
**Peninsula IP Group**  
**16275 South Monterey Road, Suite F**  
**Morgan Hill, California 95037**  
Telephone No.: **(408) 782-1400**

May 14, 1999

**DATE ASSIGNMENT (DOCUMENT) EXECUTED (37 CFR 3.31(a)(7))**

6. The attached assignment (document) was executed on: **May 14, 1999**

**LANGUAGE OF ASSIGNMENT (DOCUMENT) TO BE RECORDED**

The attached document:

- ☒ is in the English language  
☐ is not in the English language and a verified English translation signed by the individual making the translation is attached

**ORIGINAL DOCUMENT OR TRUE COPY SUBMITTED**

7. Submitted herewith is:

- ☒ the original document  
☐ a true copy of the original document

**NUMBER OF APPLICATIONS IDENTIFIED IN THIS COVER SHEET AND THE FEE (37 CFR 3.31 (a)(6))**

8. A. This cover sheet identifies only one application:

B. The fee for recordal (37 CFR 1.21(h)) is \$40.00.

  X   Attached is a check for \$40.00  
     Please charge Account **03-1327** \$40.00  
A duplicate of this cover sheet is attached.

**STATEMENT (37 CFR 3.31(A)(9)) AND SIGNATURE  
(37 CFR 3.31 (A)(10))**

**May 14, 1999**

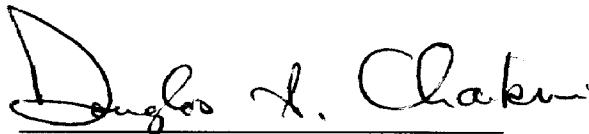
9. to the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: May 14, 1999

Douglas A. Chaikin  
(Name of party submitting document)

\_\_\_\_\_  
(Signature of party submitting document)

Reg. No. **29140**

A handwritten signature in black ink that reads "Douglas A. Chaikin". The signature is written in a cursive style with a large, stylized 'D' and 'C'.

Signature of Attorney

Tel. No. **(408) 782-1400**

**Douglas A. Chaikin, Esq.**  
**Peninsula IP Group**  
**16275 South Monterey Road, Ste F**  
**Morgan Hill, California 95037**

# ASSIGNMENT

WE, **Dean Bettcher and Christopher Kubinski** having our residences at 1447 McDaniel Avenue in the City of San Jose, Santa Clara County, California 95126 and 925 Franquette Avenue in the City of San Jose, Santa Clara County, California 95125,, respectively, do hereby sell, assign and transfer unto **CALTEK SALES** hereinafter, ASSIGNEE, a sole proprietorship under the Laws of the State of California, having its principal place of business at 3130 De La Cruz Boulevard, Santa Clara, California, the entire right, title and interest, together with all rights of priority, in and to our invention for "**Apparatus and Method for Drying Solid Articles**" filed on May 14, 1999 with Express Mail number EE412603675US as described and claimed in our Application for Letters Patent of the United States of America, as described and/or claimed in any and all applications for Letters Patent based thereon including divisions, continuations and reissues thereof as well as all foreign counterparts thereof together with all Letters Patent issuing on any of the aforesaid applications for Letters Patent, the same to be held and enjoyed by ASSIGNEE, its successors, assigns or other legal representatives, to the full ends of the terms of all said Letters Patent therefor which may be granted.

AND WE HEREBY AUTHORIZE AND EMPOWER ASSIGNEE, its successors, assigns and legal representatives or nominees, to make applications for patent or other form of protection for our invention referenced above, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from

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us, and to receive Letters Patent for said invention in any foreign countries in its own name, or in our names, at its election.

AND WE HEREBY COVENANT AND AGREE that WE will execute or procure any further necessary assurance of title to said invention and any Letters Patent which may issue therefor and that WE will, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any legal proceedings and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in ASSIGNEE, its successors, assigns, or other legal representatives, and that WE will, at any time, upon the request and at the expense of ASSIGNEE execute any continuations, divisions, reissues, or any other additional applications for Letters Patent for said invention or any part or parts thereof, all of which applications and any Letters Patent issuing thereon are hereby assigned to ASSIGNEE, and will make all rightful oaths, and do all lawful acts requisite for procuring the same therein, without further compensation, but at the expense of ASSIGNEE, its successors, assigns or other legal representatives.

AND WE HEREBY AUTHORIZE AND REQUEST the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States for said invention, resulting from any of the aforesaid applications to said as sole assignee.

AND WE hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the

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right of the said assignee or nominee to claim the aforesaid benefit of the right priority provided by the International Convention for the Protection of Industrial Property as, or by any convention which may henceforth be substituted for it.

AND WE covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance and that WE have full right to convey the same as herein expressed.

Signed at Santa Clara, California, this 14 day of May, 1999.

Dean Bettcher  
Dean Bettcher

Signed at Santa Clara, California, this 14 day of May, 1999.

Christopher Kubinski  
Christopher Kubinski