

06-01-1999

OVER SHEET

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party

101051281

name and address of receiving party(ies):

David Ryan

Matt S. Vaughn

Name: JSD Partners

Internal Address:

Street Address: 500 Chase Parkway

City: Waterbury State: Connecticut

Zip Code: 06708

Additional Name(s) & Address(es) attached?

[] Yes [X] No

Additional name(s) of conveying party(ies) attached?

[] Yes [X] No

3. Nature of Conveyance:

[X] Assignment [] Merger
 [] Security Agreement [] Change of Name
 [] Other

Execution Date: May 13, 1999

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

09/312,463

If this document is being filed together with a new application, the execution date of the application is: May 14, 1999

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: DeLIO & PETERSON, LLC
 Street Address: 121 Whitney Avenue
 City: New Haven State: CT
 Zip Code: 06510-1241

6. 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 number below

8. [X] Authorized to charge Deposit Account Number 04-0566 for any over or under payment

05/28/1999 MTHA11 00000174 09312463

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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.

Peter W. Peterson Reg. No. 31,867

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [3]

"EXPRESS MAIL" mailing number EL091881136US

Date of Deposit May 17, 1999

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner of Patents and Trademarks, Washington, D.C. 20231.

Name: Barbara Browne

Date: May 17, 1999

Signature: Barbara Browne

jsd100002000asg2

PATENT
 REEL: 009979 FRAME: 0518

ASSIGNMENT

WHEREAS, we, David Ryan who resides at 3950 East Madison Street, Seattle, Washington 98112 and Matt S. Vaughn who resides at 3419 Wallingford Avenue North, #8, Seattle, Washington, 98103 have certain interests and rights in and to inventions and discoveries set forth in an application for Letters Patent of the United States of America entitled EXPANDABLE BEVERAGE INFUSION DEVICE, which application was executed by us on the 13th day of May, 1999, and is identified by DeLIO & PETERSON, LLC Docket No. JSD 100002000.

WHEREAS, JSD Partners, whose address is 500 Chase Parkway, Waterbury, Connecticut 06708, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights and benefits and privileges hereinafter recited:

NOW, THEREFORE, for valuable consideration furnished by Assignee to us, the receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions and discoveries or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at its expense, but without additional consideration to us or it, all acts reasonably serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as

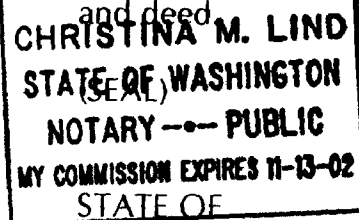
fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof, and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns and which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have signed our name below, this 13th day of MAY, 1999.

David Ryan.
David Ryan
Matt S. Vaughn
Matt S. Vaughn

STATE OF Washington)
COUNTY OF King) ss:
)

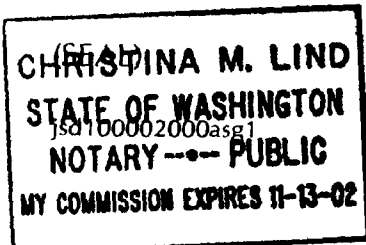
On this 13 day of May, 1999, before me appeared David Ryan, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Christina M. Lind
Notary Public

Washington)
COUNTY OF King) ss:
)

On this 13 day of May, 1999, before me appeared Matt S. Vaughn, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.



Christina M. Lind
Notary Public