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RAYMOND W. GEE

MPO 2-16-99

July 13, 1999

BOX ASSIGNMENTS
Honorable Commissioner of Patents
and Trademarks
Washington, D.C. 20231

07-20-1999



101097176

Sir:

The enclosed document is being submitted for recordation in accordance with 37 C.F.R. § 3.11. Pursuant to 37 C.F.R. §§ 3.28 and 3.31, the following information is provided:

Conveying party(ies): Cesar F. Silvas
(an individual citizen of the United States of America)
Receiving party(ies): Thermotux, Inc.
Address: 608 11th Avenue, Salt Lake City, Utah 84103
Nature of conveyance: Assignment
Date of execution: July 8, 1999
Patent No: 5,755,110
Issued: May 26, 1998
Title: COOLING VEST WITH ELONGATED STRIPS CONTAINING A POLYMER ABSORBING MATERIAL
Correspondence concerning this request should be mailed to: Dale E. Hulse
Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111
Total number of patents involved: One (1)
Total fee enclosed: \$40.00 (Check No. 25196)

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.

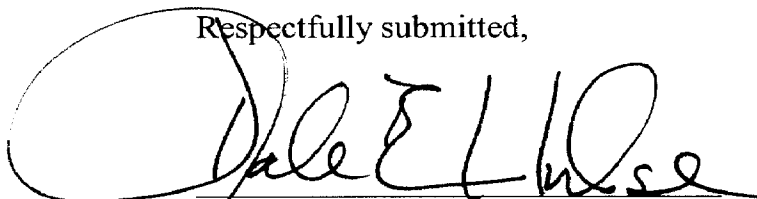
07/19/1999 MTHAI1 00000271 5755110

01 FC:581

40.00 DP

DATED this 13th day of July, 1999.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dale E. Hulse". The signature is written in a cursive style with a large, looping initial "D".

Dale E. Hulse
Attorney for Applicant

DEH:jdb

Enclosures:

- Assignment
- Check

Docket: 8637.4

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ASSIGNMENT

WHEREAS, Cesar F. Silvas (hereinafter referred to as "Assignor"), an individual residing at 3167 North Corona Place, Nogales, Arizona 85621, is the owner of the entire right, title and interest in and to United States Patent No. 5,755,110 (issued on May 26, 1998 and entitled "COOLING VEST WITH ELONGATED STRIPS CONTAINING A POLYMER ABSORBING MATERIAL"), and the invention therein described (hereinafter referred to as the "invention"); and

WHEREAS, Thermotux, Inc. (hereinafter referred to as "Assignee"), a corporation of the state of Utah, having a principal business office at 608 11th Avenue, Salt Lake City, Utah 84103, desires to acquire the entire right, title and interest in and to the aforesaid patent and in and to said invention;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, THE ASSIGNOR HEREBY SELLS, ASSIGNS AND TRANSFERS TO THE ASSIGNEE:

The entire right, title, and interest in said invention; in the above-identified United States patent, and in all divisions, continuations and continuations-in-part thereof, and in all reissues and extensions of Letters Patent and Patents granted thereon; in all corresponding applications filed in countries foreign to the United States; and in all patents issuing thereon in the United States and foreign countries; and

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;


all said rights to be held and enjoyed by the Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which said Letters Patent may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment, transfer and sale had not been made.

The Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the Assignee, its successors, assigns, and legal representatives.

The Assignor hereby agrees, without further consideration and without expense to it, to sign all lawful papers and to perform all other lawful acts which the Assignee may request to make this Assignment fully effective.

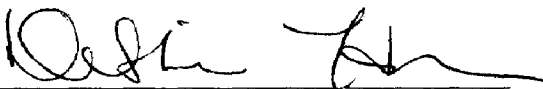
This Assignment and Agreement shall be binding upon the Assignor's heirs, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor has caused the hand of its duly authorized representative to be subscribed hereto.


Cesar F. Silvas

STATE OF ARIZONA)
COUNTY OF Pima) : ss.

On July 8, 1999, before me personally appeared Cesar F. Silvas, known to me to be the person described, who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.


NOTARY PUBLIC
Residing at Tucson

My Commission Expires:

March 2, 2001

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