

04-05-2000



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FORM PTO-1595
(REV 6-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

ATTORNEY DOCKET NO. BASK07-00002

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

1. Name of conveying party(ies):
John Paul Felix, Jr.
James Keet Lewis, III
David Wayne Chilcoat

2. Name and address of receiving party(ies):
Name: Cool Pool Solutions, Inc.
Internal Address: 3750 Duchess Trail
Dallas, Texas 75229

Post Office Address: Same as above

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

Yes No

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

3. Nature of conveyance:

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

Execution Date: February 28, 2000, February 28, 2000, February 28, 2000, respectively

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

If this document is being filed with a new application, the execution date of the application is: March 10, 2000, March 10, 2000, March 10, 2000, respectively

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: William A. Munck, Esq.
Internal Address: Novakov & Davis, P.C.
2000 St. Paul Place
750 N. St. Paul Street
Dallas, Texas 75201

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): 40.00

- Enclosed with application filing fee
- Any deficiencies or overpayments are authorized to be charged to or credited to deposit account

8. Deposit account number: 50-0208

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

William A. Munck, Registration No. 39,308

Signature

Date

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

OMB No. 0651-0011

JC715 U.S. PTO
09/535351
03/24/00

04/03/2000 LMSHNG 0000012 09535351
04 FC:581 40.00 DP

ASSIGNMENT

WHEREAS, We, John Paul Felix, Jr., resident of Georgetown, Williamson County, Texas, citizen of the United States of America, James Keet Lewis, III, resident of Dallas, Dallas County, Texas, citizen of the United States of America, and David Wayne Chilcoat, resident of Oklahoma City, Oklahoma County, Oklahoma, citizen of the United States of America, have invented certain new and useful improvements in a "SWIMMING POOL SKIMMER BASKET HANDLE AND REVERSIBLE WEIGHT" disclosed in an application for United States Letters Patent (Application No. _____, filed _____), said application having been executed concurrently herewith;

WHEREAS, Cool Pool Solutions, Inc., a corporation of the State of Texas, having a place of business at 3750 Duchess Trail, Dallas, Texas, 75229, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring my entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

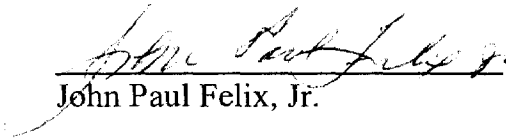
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; We authorize William A. Munck or John T. Mockler of Novakov ❖ Davis, P.C. to insert in the parenthesis above the application number and filing date of said application when known; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to the said ASSIGNEE of our entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and we further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to us respecting any improvements; and, at the expense of said ASSIGNEE, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, and make all lawful oaths, and generally do everything possible to vest title in said ASSIGNEE and to aid said

ASSIGNEE, its successors, assigns and legal representatives to obtain and enforce proper protection for said invention in all countries.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28 day of FEB, 2000.


John Paul Felix, Jr.

STATE OF TEXAS

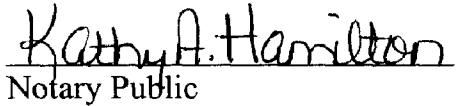
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COUNTY OF DALLAS

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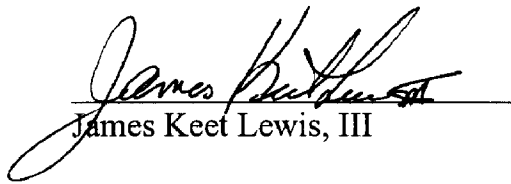
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On this 28th day of February, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Paul Felix, Jr., known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.


Notary Public

My Commission Expires:




James Keet Lewis, III

STATE OF TEXAS

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COUNTY OF DALLAS

On this 28th day of February, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared James Keet Lewis, III, known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.


Notary Public

My Commission Expires:

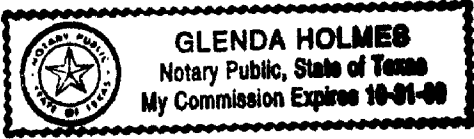


David W. Chilcoat
David Wayne Chilcoat

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On this 28th day of February, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared David Wayne Chilcoat, known to me to be the person named above who signed and sealed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Glenda Holmes
Notary Public



My Commission Expires:
10-31-00