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D2M, INC.

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444 Highland Drive  
Kohler, Wisconsin 53044

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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09/118,461

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

Name: Bruce E. Black  
Address: Merchant & Gould P.C.  
3100 Norwest Center  
90 South Seventh Street  
Minneapolis, MN 55402-4131

6. Total number of applications and patents involved: 1

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PATENT  
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## ASSIGNMENT

WHEREAS, D2M, INC., a California corporation having its principal place of business at 120 Hawthorne, Suite 103, Palo Alto, California 94301, (hereinafter called "Assignor"), is the owner of the United States Patent Application Serial No. 09/118,461 which is entitled ADVANCED TOUCHLESS PLUMBING SYSTEMS.

AND WHEREAS, KOHLER COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Wisconsin, and having an office and place of business at 444 Highland Drive, Kohler, Wisconsin (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor:

NOW THEREFORE, be it known that, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration delivered by Assignee to Assignor, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee all of the Assignor's right, title and interest in the patents, patent applications, and foreign patent applications, including any continuations, continuations-in-part, or divisions thereof, and any and all reissues and extensions of said Letters Patents, and including the subject matter of any and all claims that may be obtained in every such patent, both foreign and domestic, the same to be held and enjoyed by the said Assignee, its successors, assigns or other legal representatives, for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives, to the end of the term or terms for which said Letters Patents are or may be granted or reissued or extended, as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all rights to profits and damages by reason of past infringement of said Letters Patent by any party or parties, with the right to sue for and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives.

Assignor further covenants that it will, upon request to it, but without expense to it, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from and record the assignment to it of the rights and interests herein assigned.

This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

Date:

9/1/99

DM2, INC.

By:

Name:

Title:

William Burnett  
General Manager