

04/05/00

04-28-2000

Form PTO-1595

RECORDATION



Department of Commerce
Patent and Trademark Office

101338603

To the Honorable Commissioner of Patents and Trademarks:

copy thereof

<p>1. Name of conveying party(ies): CUDA CORPORATION</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Name: <u>The Hotsy Corporation</u></p> <p>Internal Address:</p> <p>Street Address: <u>c/o 7701 Forsyth Boulevard Suite 600</u></p> <p>City: <u>St. Louis</u></p> <p>State: <u>Missouri</u> Zip: <u>63105</u></p> <p>Country: <u>US</u></p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date(s): <u>October 31, 1997</u></p>	

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

If this document is being filed together with a new application, the Execution date(s) of the new application is (are): _____

A. Patent Application No.(s): _____

B. Patent No.(s):
5,640,981
Des. 374,316
Des. 370,096

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP</u></p> <p>Internal Address: <u>Atty. Dkt.: F8800.0802</u></p> <p>Attn: <u>William E. Powell III</u></p> <p>Street Address: <u>2101 L Street NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> Zip: <u>20037 - 1526</u></p>	<p>6. Total number of applications and patents involved: <u>3</u></p> <p>7. Total fee (37 C.F.R. 3.4*) <u>\$120.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p> <p><input checked="" type="checkbox"/> Credit any overpayment or debit any underpayment</p> <p>8. Deposit account number: <u>4-1073</u></p>
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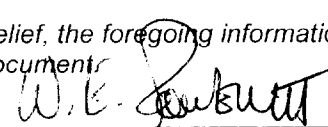
DO NOT USE THIS SPACE

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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.

William E. Powell III  April 4, 2000

Signature Date

Reg. No. 39,803

Total number of pages including cover sheet, attachments, and document: 6

ASSIGNMENT

(U.S. and Foreign Patents)

THIS ASSIGNMENT, made this 31st day of October, 1997 by CUDA CORPORATION, a Michigan corporation located at 93 Industrial Airpark, Calumet, Michigan 49913 (hereinafter referred to as the "assignor") witnesseth:

WHEREAS, the said assignor is the sole and rightful owner of certain patents and applications for patents and of the inventions therein disclosed as set forth in EXHIBIT A hereof; and

WHEREAS, The Hotsy Corporation, a Colorado corporation having a business address at c/o 7701 Forsyth Boulevard, Suite 600, St. Louis, Missouri 63105 (hereinafter referred to as the "assignee"), desires to acquire said patents, patent applications and inventions;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto the said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to any and all applications for patents and any and all patents, as set forth in EXHIBIT A hereof, and the entire right, title and interest in and to the inventions set forth in said applications and patents and any and all patents in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said applications, or reissues, reexaminations, or extensions of said patents, and all rights under the International Convention for the Protection of Industrial Property, said rights to include any and all rights of recovery based on past infringement of any and all said inventions and said patents, the same to be held and enjoyed by the said assignee, for its own use and benefit and the use and benefit of its

successors, legal representatives and assigns, to the full end of the term or terms for which patents may be granted, and all extensions thereof, as fully and entirely as the same would have been held and enjoyed by the said assignor, had this sale and assignment not been made;

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignor is the sole and lawful owner of the entire right, title and interest in and to said patents and applications for patents in and to the inventions as set forth in said patents and applications for Patents, and that the same are unencumbered and that the said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives and assigns, that the said assignor will, whenever counsel of said assignee, or the counsel of its successor, legal representatives and assigns, shall advise that any proceeding in connection with said invention, said Patents or said applications for patents, or any proceeding in connection with patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in part of any application for patents, or any reissue or extension of any patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts reasonably necessary or desirable to be done for the filing, prosecution, assignment, maintenance, enforcement and defense of patents for said inventions, without charge to the said assignee, its successors, legal representatives and assigns (other than reasonable costs and expenses incurred by the assignor or any of its employees, agents and representatives in connection with the foregoing actions).

ASSIGNOR:

Signed at Istrand Rapids, in the County of

Kent, State of Michigan, this 31 day of October, 1997.

CUDA CORPORATION

By: *Carl Niemela*

Type Name: CAL NIEMELA

Title: PRESIDENT

STATE OF MICHIGAN)

) ss:

COUNTY OF KENT)

On this 31 day of October 1997 personally before me came Carl Niemela, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Fredric W. Goldberg
Notary Public
Fredric W. Goldberg
Commission Expires 7/2/99

ASSIGNEE:

Signed at Grand Rapids, in the County of Kent, State of Michigan, this 31 day of October, 1997.

THE HOTSY CORPORATION

By: [Signature]
Type Name: Robert W. Hull
Title: Vice President

STATE OF)
) ss:
COUNTY OF KENT)

On this 31 day of October 1997 personally before me came Robert W. Hull, known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

[Signature]
Notary Public
Frederic N. Goldberg
Commission Expires 7/2/99

EXHIBIT A

**U.S. AND FOREIGN PATENTS AND
FOREIGN PATENT APPLICATIONS**

<u>U.S. Patent Number</u>	<u>Issue Date</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Title</u>
5,640,981	6/24/97	432,294	5/1/95	Parts Washer
Des.374,316	10/1/96	38,197	5/1/95	Parts Washer
Des.370,096	5/21/96	29,771	10/14/94	Parts Washer