ſ		2000
	RI 12-06	-2000 <sub>3T</sub>
	To the Honorable College 10154	Trademarks: Please  ov thereof.
	1. Name of conveying party(ies):	1663 py thereof.
	Susan Mannschreck	party(ies):
	11-20-00	Name: Elie Efrati & Avi Naim Internal Address:
	Additional name(s) of conveying party(ies) attached?	Street Address: 3 Barenura
:	3. Nature of conveyance:	City: 62282 Tel Aviv State: Israel ZIP:
	X Assignment	Additional name(s) & address(es) attached?   yes X no
	Execution Date: 10/26/2000	
	4. Application number(s) or patent number(s): D-310,740 and 5,396,864	
	If this document is being filed together with a new application, the execution date of the application is:	
	A. Patent Application No(s).	B. Patent No(s).
:	Additional numbers attached?   yes X no	
	5.Name/address of party to whom correspondence concerning document should be mailed:	6. Total no. of applications and patents involved [2]
:	Name: <u>Charles A. Codding</u> Internal Address:	7. Total fee (37 CFR 3.41)
	Dunlap, Codding & Rogers, P.C. Street Address: 9400 N. Broadway, Suite 420	☐ Enclosed  X Authorized to be charged to deposit account.
	City: Oklahoma City	
	State: <u>OK</u> ZIP: 73114	8. Deposit account number: 04-1700 (Attach duplicate of this page if paying by deposit account)
12/05/20	0 DNGUYEN 00000178 041700 310740 DO NOT USE THIS SPACE	
01 FC:58	80.00 CH	
	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.	
	Charles A. Codding (Shul Modely 17-15-00	
:	Name of person signing  Signature  Date  Total number of pages including covering sheet,	
	attachments, and document [ <u>4</u> ]	

PATENT REEL: 011295 FRAME: 0001 SENT BY:KINKO'S: ;10-31-0;11:03AM; MANHATTAN KANSAS→ 914054785349;# 2/3

## **OPTION TO PURCHASE**

Effective the day and date written below, Susan Mannschreck, an individual residing at 2025 Pierre, Manhattan, Kansas 66502, ("MANNSCHRECK") and Elie Efrati and Avi Naira, jointly, of 3 Bestemure, 62282 Tel Aviv, Israel, ("PURCHASER"), each agree as follows:

- 1. MANNSCHRECK owns the following U.S. Patents:
  - U.S. Design Patent No. D310,740 issued September 18, 1990, titled DISPOSPABLE, PET LITTER HOUSING:
  - U.S. Patent Number 5,396,864, ISSUED March 14, 1995, titled: METHOD OF DISPOSING OF ANIMAL WASTES (AS AMENDED)
- 2. In consideration of Ten Thousand Dollars (\$10,000.00) (INITIAL OPTION PAYMENT) paid by PURCHASER to MANNSHRECK immediately upon signing the Agreement.

MANNSHRECK hereby extends to PURCHASER an initial exclusive option to purchase all right, title and interest in and to the PATENTS for One Hundred Twenty Five Thousand Dollars (\$125,000.00), said sum being the PURCHASE PRICE. This option is for a one (1) year initial option period and terminates on the day immediately prior to the first anniversary of this Option. This option may be extended for an additional one (1) year period of time (extended option period) which shall begin on the first anniversary of this Option and end on the second anniversary thereof, provided that, PURCHASER delivers to MANNSHRECK an additional Option Payment of Ten Thousand Dollars (\$10,000.00) on or before the expiration of the initial option period.

- 3. To exercise the option provided in Paragraph 2, PURCHASER shall deliver to MANNSHRECK the PURCHASE PRICE on or before the expiration of the initial option pariod or on or before the extended option period, if extended as provided in Paragraph 2.
- 4. Immediately upon signing this Agreement, MANNSHRECK shall deliver to MANNSHRECK's attorneys, Dunlap, Codding & Rogers, P.C., the assignment as set out in Exhibit A attached hereto and made a part hereof, executed by MANNSHRECK. MANNSHRECK's attorneys shall hold the executed assignment for delivery to PURCHASER immediately upon proof in a form acceptable to MANNSHRECK's attorneys presented by PURCHASER to MANNSHRECK's attorneys that PURCHASER in fact has timely exercised PURCHASER's option and has paid the PURCHASE PRICE to MANNSHRECK.
- 5. Upon the signing of this Agreement by the parties hereto, MANNSHRECK's attorneys, Dunlan, Codding & Rogers, P.C., shall record a copy of this Option Agreement with the United States Patent & Trademark Office and provide proof thereof to PURCHASER.
- 6. MANNSHRECK and PURCHASER may sign a telefaxed or machine copy or copies of this Assignment and any such telefaxed or machine copy or copies shall be deemed to be an original and no objection shall be made to the introduction into evidence of any telefaxed or machine copy on the grounds related to the telefaxed

PATENT REEL: 011295 FRAME: 0002 or machine copy not being an original.

- 7. MANNSHRECK makes no representations and extends no warranties or guarantees that the PATENTS are valid or enforceable, or that the manufacture of articles under the PATENT(s) will not infringe some third parties patents or other rights.
- 8. This is the entire agreement between the parties hereto. This agreement can be amended, altered or modified only by a written agreement signed by both parties.

10-26-00

Dute

Susan Mannshreck

26/10/2000 Date

Elio Efrati

Avi Naim

**REEL: 011295 FRAME: 0003** 

## DUNLAP, CODDING & ROGERS, P.C.

ATTORNEYS AT LAW
9400 NORTH BROADWAY, SUITE 420
OKLAHOMA CITY, OKLAHOMA 73114
(405) 478-5344/(800) 235-5925
FACSIMILE (405) 478-5349

November 8, 2000

U. S. Patent and Trademark Office

**ATTN:** Assignment Branch

North Tower Building, Suite 10C35

Washington, D. C. 20231

Atty. Dkt. No. 4685.000

Re: Applicant: Susan Mannschreck

U.S. Design No.: D-310,740 Issued: September 18, 1990

Title: DISPOSABLE PET LITTER HOUSING

U.S. Patent No.: 5,396,864

Issued: March 14, 1995

Title: METHOD OF DISPOSING OF ANIMAL WASTES

Sir:

Transmitted herewith is an Option to Purchase Agreement for recordation with the United States Patent and Trademark Office, along with a complete cover sheet and a self-addressed, stamped postcard.

The Commissioner is hereby authorized to charge the amount of \$80.00 for recordation fees in connection with this transmittal to Deposit Account No. 04-1700.

The Commissioner is hereby authorized to charge any additional fees or credit any overpayment in connection with this transmittal to Deposit Account No. 04-1700.

Charles A. Codding, Reg. No. 25,099 DUNLAP, CODDING & ROGERS, P.C.

9400 North Broadway, Suite 420

Oklahoma City, Oklahoma 73114

(405) 478-5344 - telephone (405) 478-5349 - telefax

Attorney for Applicants

PATENT REEL: 011295 FRAME: 0004

## DUNLAP, CODDING & ROGERS, P.C.

ATTORNEYS AT LAW
9400 NORTH BROADWAY, SUITE 420
OKLAHOMA CITY, OKLAHOMA 73114
(405) 478-5344/(800) 235-5925
FACSIMILE (405) 478-5349

November 8, 2000

U. S. Patent and Trademark Office

**ATTN:** Assignment Branch

North Tower Building, Suite 10C35

Washington, D. C. 20231

Atty. Dkt. No. 4685.000

Re: Applicant: Susan Mannschreck

U.S. Design No.: D-310,740 Issued: September 18, 1990

Title: DISPOSABLE PET LITTER HOUSING

U.S. Patent No.: 5,396,864

Issued: March 14, 1995

Title: METHOD OF DISPOSING OF ANIMAL WASTES

Sir:

Transmitted herewith is an Option to Purchase Agreement for recordation with the United States Patent and Trademark Office, along with a complete cover sheet and a self-addressed, stamped postcard.

The Commissioner is hereby authorized to charge the amount of \$80.00 for recordation fees in connection with this transmittal to Deposit Account No. 04-1700.

The Commissioner is hereby authorized to charge any additional fees or credit any overpayment in connection with this transmittal to Deposit Account No. 04-1700.

Charles A. Codding, Reg. No. 25,099 DUNLAP, CODDING & ROGERS, P.C.

9400 North Broadway, Suite 420 Oklahoma City, Oklahoma 73114

(405) 478-5344 - telephone (405) 478-5349 - telefax

**Attorney for Applicants** 

PATENT
RECORDED: 11/20/2000 REEL: 011295 FRAME: 0005