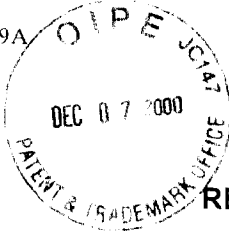


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FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



12-18-2000



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Correspondent Name and Address

Area Code and Telephone Number

602 916-5303

Name Richard E. Oney

Address (line 1) FENNEMORE CRAIG

Address (line 2) 3003 North Central

Address (line 3) Suite 2600

Address (line 4) Phoenix, Arizona 85012

Pages

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2

Application Number(s) or Patent Number(s)

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Patent Application Number(s)

Patent Number(s)

09/510,936

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

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PCT

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Number of Properties

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1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

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Method of Payment:
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Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

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Authorization to charge additional fees:

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No

Statement and Signature

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Richard E. Oney

Name of Person Signing

Richard E. Oney

Signature

12-7-00

Date

ASSIGNMENT

This Assignment is made and executed by Charles F. Teetsel III having an address of 5937 E. Paisano Circle, Phoenix AZ 85018 (hereinafter "Assignor"), to and in favor of CreaMiser Products Corporation, having a business address of 6122 N. 7th Street, Phoenix, AZ 85014 (hereinafter "Assignee").

Whereas Assignor desires to assign his entire right, title and interest in and to the invention described in the application for a United States Patent entitled "LIQUID DISPENSER" Serial No. 09/510,936, filed on February 22, 2000 (hereinafter the "Patent Application") and all patents, patent applications and the like on the invention to Assignee for valuable consideration; and

Whereas Assignee has provided such valuable consideration to Assignor;

Accordingly, Assignor warrants, covenants and agrees as follows:

1. Assignor hereby sells, assigns and conveys to Assignee the Assignor's entire right, title and interest in and to the invention described in the Patent Application, including the Patent Application itself and all substitute, continuation, continuation-in-part and divisional applications based in whole or in part on the Patent Application, and including all patents resulting therefrom and all reissues and extensions thereof, and including any and all rights of priority resulting from the filing of any such applications within the United States.

2. Assignor hereby sells, assigns and conveys to Assignee the Assignor's entire right, title and interest in all counterparts to the Patent Application that have been or may be filed outside the United States or under the Patent Cooperation Treaty, whether pursued as a patent, an inventor's certificate, a utility model or the like, including all rights of priority based on the Patent Application, further including all continuation, continuation-in-part and divisional applications based in whole or in part on the non-U.S. counterparts, and still further including all patents, inventor's certificates, utility models, reissues and extensions resulting from any of the non-U.S. counterparts.

3. Assignor hereby grants to Assignee the sole and exclusive right to prosecute the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as any opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings. Assignor authorizes all governmental bodies having the power to issue patents, inventor's certificates or utility models to issue a patent, inventor's certificate or utility model based on the Patent Application or any related applications as described in Paragraphs 1 and 2 above in the name of Assignee.

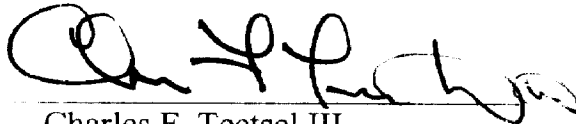
4. Assignor agrees upon request and without further consideration, but at Assignee's expense: (a) to assist Assignee in prosecuting the Patent Application and all related applications as described in Paragraphs 1 and 2 above, as well as opposition proceedings, reissue applications, reexaminations, and nullity or invalidity proceedings; (b) to provide Assignee with information concerning the Patent Application and the related applications described in Paragraphs 1 and 2 above to enable Assignee to obtain, secure and protect all of the rights, title and interest sold, assigned, conveyed and granted under this Assignment (the "Assigned Assets"); (c) to sign papers, take oaths and testify in legal proceedings to enable Assignee to obtain, secure and protect the Assigned Assets; and (d) to perform all acts reasonably necessary to enable Assignee to obtain, secure and protect the Assigned Assets, including assistance in any proceedings pertaining to the Patent Application and the related applications described in Paragraphs 1 and 2 above or to their enforcement.

5. Assignor warrants and covenants that Assignor has the full right to sell, assign and convey the Assigned Assets, that all of the Assigned Assets are free and clear of all mortgages, liens, security interests, charges, claims, royalty obligations and encumbrances of any nature whatsoever and that Assignor has not executed and will not execute any agreement in conflict with this Assignment.

6. Assignee may assign the Assigned Assets in whole or in part. All references herein to Assignee include any successors or assigns of Assignee.

7. Assignor acknowledges that Assignee has paid valuable consideration for the Assigned Assets.

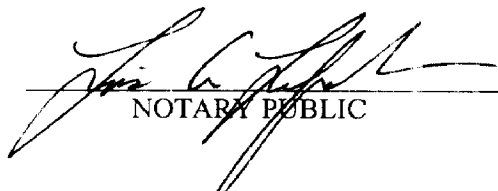
12/7/00
Date



Charles F. Teetsel III

State of Arizona)
) ss.
County of Maricopa)

On this 7th day of December, 2000, before me personally appeared Charles F. Teetsel, III, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the foregoing instrument for the purposes therein contained.

My commission expires: 7/1/04


NOTARY PUBLIC

 Notary Public State of Arizona
Maricopa County
Louis A Lofredo
Expires July 01, 2004