

01-02-2001



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U.S. Dept. Of Commerce

(Rev. 6-93)

PATENTS ONLY

Patent & Trademark Office

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof. Atty. Docket: 2091.001

1. Name of conveying party(ies):

Instafreeze, Inc.

2. Name and Address of receiving party(ies):

Name: Instafreeze, LLC

an Indiana Limited Liability Company

ADDR: c/o Airxcel, 30 Churchill Downs

P.O. Box 20083, Colorado City, CO 81019

Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agm. ☐ Change of Name

☐ Other

Additional name(s) & addresses: ☐ Yes

☒ No

Execution Date: 11/10/00

4. Application number(s) r Patent number(s):

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 Registration No(s):

USSN: 09/421,682

Additional numbers attached? ☐ Yes ☒ No

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

6. Total number of applications and Patents involved: 1

Name: Michael A. Slavin

Internal Address: McHale & Slavin, P.A.

Mail Address: 4440 PGA Blvd.,

Suite 402

City: Palm Beach Gardens State: FL Zip: 33410

7. Total fee (37 CFR 3.41)...\$ 40.00

☒ Enclosed in check

☐ Charge to Dep. Acct.or Credit

8. To Deposit Account No:

13-0439

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.*

Michael A. Slavin

Name of person signing

Reg. No: 34,016

[Signature]  
Signature

12/7/00  
Date

Total number of pages including cover sheet, etc. 2

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PATENT  
REEL: 011374 FRAME: 0463

**PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 3rd day of November, 2000, ("Effective Date"), by and between Instafreeze, Inc., a Florida corporation, with its principal office at 2989 W. S.R. 434, Suite 200, Longwood, Florida ("Assignor"), and Instafreeze, LLC, and Indiana limited liability company, with its principal office c/o Airxcel, 30 Churchill Downs, P.O. Box 20083, Colorado City, Colorado 81019.

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedules A and B respectively, and the foreign patents and patent applications identified and set forth on Schedule C (the "Patents"); and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the

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United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Patents set forth on Schedules A, B and C, are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \*

Nov 10 00 10:14a

Marc Lajeunesse

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11-10-2000 11:07AM FROM UALANY

TO

14077867467

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11/10/00 FRI 09:46 FAX

KIRKLAND ELLIS NY

004

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 3<sup>rd</sup> day of November, 2000.

Name:

Title:

Name:

Title:

STATE OF Florida )

COUNTY OF DEANE )

ss:

On this 10 day of November 2000, there appeared before me Marc Lajeunesse, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_

Notary Public

STATE OF )

COUNTY OF )

ss:

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_

Notary Public

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-3-

A. Hunter

PATENT

P.02

REEL: 011374 FRAME: 0466

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 3<sup>rd</sup> day of November, 2000.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name: Richard SchmittTitle: MANAGER

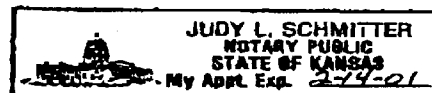
STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of \_\_\_\_\_.

\_\_\_\_\_  
Notary PublicSTATE OF Kansas )COUNTY OF Sedgwick ) ss:

On this 3 day of November, 2000, there appeared before me Richard Schmitt, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of Insta Freeze LLC.

Judy L. Schmitter  
Notary Public

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