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To the Honorable Commissioner of Patents

101659380

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Ian W. Jefferds

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

3-26-01

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: December 5, 2000

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

Name: Penn Cove Shellfish, LLC

Internal Address: \_\_\_\_\_

Street Address: P.O. Box 148  
1900 Penn Cove Road

City: Coupeville State: WA ZIP: 98239

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/672,115

04/10/2001 LNUELLER 00000186 09672115

01 FC:581

40.00 DP

Additional numbers attached?  Yes  No

B. Patent No.(s)

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

Name: Michael F. Hughes

Internal Address: HUGHES & SCHACHT, P.L.L.C.

Street Address: 2801 Meridian Street, Ste. 1

City: Bellingham State: WA ZIP: 98225

6. Total number of applications and patents involved:

1

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

Enclosed

40E

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Robin Fry

March 20, 2001

Name of Person Signing

Signature

Date

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

5

## ASSIGNMENT

WHEREAS I, Ian W. Jefferds (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to **METHOD AND APPARATUS FOR SUPPORTING AQUACULTURED MUSSELS** for which invention ASSIGNOR has executed a patent application, which application has been identified as Serial No.09/672,115, filed in the U.S. Patent and Trademark Office on September 27, 2000.

WHEREAS Penn Cove Shellfish, LLC (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of WA, having its principal place of business at P.O. Box 148, 1900 Penn Cove Road, Coupeville, WA 98239-0148, United States of America, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, non-provisional, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

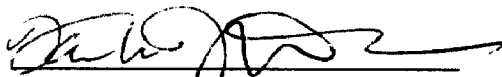
NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to me in hand paid, the receipt and sufficiency whereof are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, division, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the U.S. Patent and Trademark Office to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR'S Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, divisional, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Coupeville, WA, this 5<sup>th</sup> day of December,  
2000.



Ian W. Jefferds  
Penn Cove Shellfish, LLC  
P.O.Box 148  
1900 Penn Cove Road  
Coupeville, WA  
98239-0148