

04-20-2001



101680981

U.S. Department of Commerce  
Patent and Trademark Office  
PATENT

RECORDATION FORM COVER SHEET  
PATENTS ONLY

APR -

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Corrective Document

Reel #

Frame #

Conveyance Type

☒ Assignment

☐ Security Agreement

☐ License

☐ Change of Name

☐ Merger

☐ Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)

☐ Departmental File

☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name (line 1) Brandbrew S.A.

Execution Date  
Month Day Year  
03/12/2001

Name (line 2)

Second Party

Name (line 1)

Execution Date  
Month Day Year

Name (line 2)

09604613

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Quoin Industrial, Inc.

Name (line 2)

Address (line 1) 401 Violet Street

Address (line 2)

Address (line 3) Golden

Colorado/USA

80401

City

State/Country

Zip Code

If document to be recorded  
is an assignment and the  
receiving party is not  
domiciled in the United  
States, an appointment  
of a domestic  
representative is attached.  
(Designation must be a  
separate document from  
Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

04/19/2001 T01AZ1 00000066 09604613

01 PD:581

40.00 OF

## Correspondent Name and Address

Area Code and Telephone Number

(303) 298-9888

Name Michael A. Goodwin, Esq.

Address (line 1) Klaas, Law, O'Meara &amp; Malkin, P.C.

Address (line 2) 1999 Broadway, Suite 2225

Address (line 3) Denver, Colorado 80202

Address (line 4)

## Pages

Enter the total number of pages of the attached conveyance document  
including any attachments.

# 3

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)

09/604,613

If this document is being filed together with a new Patent Application, enter the date the patent application  
was

Month Day Year

## Patent Cooperation Treaty (PCT)

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

PCT

PCT

PCT

PCT

PCT

PCT

## Number of Properties

Enter the total number of properties involved.

# 1

## Fee Amount

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

40.00

Method of Payment:

Enclosed ☒Deposit Account ☐

Deposit Account

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

Deposit Account Number:

# 11-1150

Authorization to charge additional fees:

Yes ☒No ☐

## 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. Charges to deposit account are authorized, as  
indicated herein.

Michael A. Goodwin, Reg. No. 32,697

Name of Person Signing

Signature

Date

4-3-01

ASSIGNMENT OF PATENT APPLICATION AND RELATED RIGHTS

BRANDBREW S.A., a Luxembourg company, having a place of business at L-Rue Goethe 11BP 1107, Luxembourg (hereinafter BRANDBREW) has agreed and hereby agrees to assign to QUOIN INDUSTRIAL, INC., a Colorado, United States, corporation having its principal place of business at 401 Violet Street, Golden, Colorado, 80401, U.S.A. (hereinafter QUOIN), for good and valuable consideration ("the Consideration"), the receipt of which is hereby acknowledged, and does hereby sell, assign and transfer to QUOIN, its successors and assigns, its entire right title and interest, in and to the invention disclosed in the application for Patent of the United States referred to below ("the Invention") including the right to have patent protection conferred upon QUOIN pursuant to the said application and for its sole benefit and enjoyment:

Title: PRESSURE SYSTEM FOR DISPENSING FLUID FROM A CONTAINER

Filing date: June 27, 2000

Serial No.: 09/604,613

and the right to apply for further or substitute protection for the Invention (whether by way of patent applications or otherwise) in or for any territory and to have such protection conferred upon QUOIN for its sole benefit and enjoyment.

BRANDBREW also hereby assigns to QUOIN all of its rights, title, and interest in and to all works of authorship embodied within said PRESSURE SYSTEM FOR DISPENSING FLUID FROM A CONTAINER without restriction and any derivations/modifications thereof including, without limitation, all rights of authorship, including copyright, associated therewith. In accordance with the assignment of rights just set forth above, BRANDBREW further agrees without requiring payment of additional consideration to execute any subsequent documents necessary to perfect the rights of QUOIN or its assignees in such works of authorship, including any additional assignments and applications for U.S. federal or other copyright registrations.

Without prejudice to the generality of the foregoing, it is hereby agreed by the parties in particular (i) that this assignment does assign unto QUOIN all that the right to apply for patents for the Invention in or for the UK and the other countries of the European Union together with the right to have such patents conferred upon QUOIN for its sole benefit and enjoyment and (ii) that this assignment does assign unto QUOIN the right to have United States patent protection by way of continuations, continuations in part, renewals, reissues, divisionals and substitutes conferred upon it for its sole benefit and enjoyment (iii) that this assignment does assign unto QUOIN the property in the know-how related to the Invention and in the possession of BRANDBREW so far as the same shall be vested in BRANDBREW and (iv) that this assignment does assign unto QUOIN (a) copyright in works embodied in apparatus designed and/or constructed for dispensing fluid from a container in pressurized dispensing systems so far as the same shall have been constructed and/or designed at the date hereof pursuant to agreement between QUOIN and BRANDBREW and (b) so far as the United Kingdom is concerned unregistered design right subsisting at the date hereof under Part III of the Copyright Designs & Patents Act 1988 so far as such original design shall have been created by a designer or plural designers in the course of a design exercise carried out in relation to such apparatus pursuant to agreement between QUOIN and BRANDBREW.

AND BRANDBREW hereby covenants that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and BRANDBREW further covenants and agrees that it will, each time a request is made, and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to the Invention, said application, said patents for the Invention and other property, interest or right hereby assigned, to QUOIN, its successors, assigns, nominees or legal representatives, and BRANDBREW agrees to communicate to QUOIN, or to its nominee, all known facts respecting the Invention, said application, said patents for the Invention and

other property, interest or right hereby assigned, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisionals, continuations, C-I-P's, reissue and foreign applications, to make all rightful oaths and declarations, and generally to do everything possible to aid QUOIN, its successors, assigns, nominees and legal representatives to obtain and enforce, for its or their own behalf, proper protection the Invention and other property, interest or right hereby assigned in any and all countries provided the expenses which may be incurred by BRANDBREW in lending such cooperation and assistance are paid by QUOIN, its successors, assigns, nominees or legal representatives;

AND BRANDBREW hereby authorizes and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to QUOIN, as assignee of the entire right, title and interest, any and all Letters Patent for the Invention, including any and all Letters Patent of the United States which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this assignment.

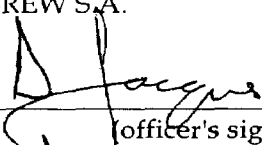
This assignment is to be construed in accordance with the laws of the state of Colorado, United States of America save for matters where other laws from the context apply instead.

This assignment is subject to the exclusive jurisdiction of the state and federal courts in the state of Colorado, United States of America unless the parties shall otherwise agree in writing.

IN WITNESS WHEREOF, I/we hereunto set my/our hand(s) and seal(s):

BRANDBREW S.A.

By

  
(officer's signature)

12-3-01

(date)

DAVID JACQUES  
(officer's typed or printed name)

DIRECTOR OF TECHNICAL SERVICES  
(officer's title)

State of Lebanon )  
County of Bedford ) ss.:  
England )

Before me this 12<sup>th</sup> day of March, 2001, personally appeared David Jacques  
who is personally known or proved to me on the basis of satisfactory evidence to be the person who  
acknowledged the foregoing instrument of assignment to be his/her free act and deed.

M. T. McElroy  
Notary Public

My commission expires: indefinite

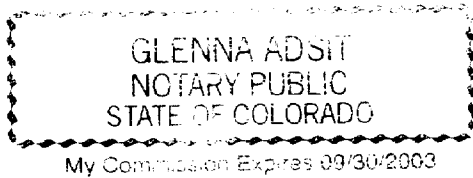
By Lowell T. Whitney 23 MAR 2001  
(officer's signature) (date)  
LOWELL T. WHITNEY PRESIDENT  
(officer's typed or printed name) (officer's title)

State of )  
 ) ss.:  
County of )

Before me this 23<sup>d</sup> day of March, 2001, personally appeared Lowell T. Whitney  
who is personally known or proved to me on the basis of satisfactory evidence to be the person who  
acknowledged the foregoing instrument of assignment to be his/her free act and deed.

Glenna Adsit

Notary Public



My commission expires: 9/30/2003