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To the Honorable Commissioner of

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**BRIAN E. KAVANAGH**

7-31-01

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

Name: **IMPACT CONFECTIONS, INC.**Address: **888 Garden of the Gods Road**Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

City: **Colorado Springs** State/Prov.: **CO**Country: **US** ZIP: **80907**Execution Date: **June 20, 2001**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:

Patent Application No. Filing date

29/142,929 June 4, 2001

29/142,928 June 4, 2001

29/142,930 June 4, 2001

29/142,932 June 4, 2001

29/142,921 June 4, 2001

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Deborah A. Peacock**Registration No. **31,649**Address: **Peacock, Myers & Adams, P.C.**

Post Office Box 26927

06/06/2001 BT0N11 00000028 29142929

01 FC1581 200.00 OP

City: **Albuquerque**State/Prov.: **NM**Country: **US**ZIP: **87125-6927**6. Total number of applications and patents involved: **five**7. Total fee (37 CFR 3.41):.....\$ **200.00**☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

**13-4213**

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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.

Deborah A. Peacock

July 26, 2001

Name of Person Signing

Signature

Date

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

5

**ASSIGNMENT OF INVENTION AND PATENT RIGHTS**

**Inventor: BRIAN E. KAVANAGH**

<b>Serial No.:</b>	<b><u>29/142,929</u></b>	<b>Filing Date:</b>	<b>June 4, 2001</b>	<b>Docket No. 30687-12</b>
<b>Serial No.:</b>	<b><u>29/142,928</u></b>	<b>Filing Date:</b>	<b>June 4, 2001</b>	<b>Docket No. 30687-13</b>
<b>Serial No.:</b>	<b><u>29/142,930</u></b>	<b>Filing Date:</b>	<b>June 4, 2001</b>	<b>Docket No. 30687-14</b>
<b>Serial No.:</b>	<b><u>29/142,932</u></b>	<b>Filing Date:</b>	<b>June 4, 2001</b>	<b>Docket No. 30687-15</b>
<b>Serial No.:</b>	<b><u>29/142,921</u></b>	<b>Filing Date:</b>	<b>June 4, 2001</b>	<b>Docket No. 30687-16</b>

For valuable consideration received or to be received, and hereby acknowledged, BRIAN E. KAVANAGH of 114 Woodcrest Drive, Loveland, Ohio 45140, (hereinafter referred to as "Inventor" and/or "Assignor"), hereby sells, assigns and transfers unto IMPACT CONFECTIONS, INC., of 888 Garden of the Gods Road, Colorado Springs, Colorado 80907, its successors and assigns (hereinafter referred to as "Assignee"), the entire interest for the United States of America and all foreign countries, including all rights of priority under the international conventions and treaties, in and to a certain invention or improvement known as

1) *Alien Head for Confectionery Product*, described in an application filed in the United States Patent and Trademark Office on June 4, 2001, as Attorney Docket No. 30187-1012, and given U.S. Patent Application Serial No. 29/142,929;

2) *Alien Head for Confectionery Product*, described in an application filed in the United States Patent and Trademark Office on June 4, 2001, as Attorney Docket No. 30187-1013, and given U.S. Patent Application Serial No. 29/142,928;

3) *Alien Head for Confectionery Product*, described in an application filed in the United States Patent and Trademark Office on June 4, 2001, as Attorney Docket No. 30187-1014, and given U.S. Patent Application Serial No. 29/142,930;

4) *Alien Head for Confectionery Product*, described in an application filed in the United States Patent and Trademark Office on June 4, 2001, as Attorney Docket No. 30187-1015, and given U.S. Patent Application Serial No. 29/142,932; and

5) *Alien Body for Confectionery Product*, described in an application filed in the United States Patent and Trademark Office on June 4, 2001, as Attorney Docket No. 30187-1016, and given U.S. Patent Application Serial No. 29/142,921;

and in all Letters Patent of the United States and all foreign countries which may or shall be granted on said invention, or any parts thereof, or on said application, or on any provisional, utility, divisional, continuing, continuation-in-part, reissue, reexamination or other applications based in whole or in part thereon. And Inventor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents.

If the work is a "work made for hire" within the meaning of the Copyright Act (Title 17 of the United States Code), Assignor and Assignee agree that the work shall be considered a work made for hire. And Assignor agrees hereafter to execute all applications, amended specifications, deeds or other instruments, and to do all acts necessary or proper in Assignee's sole discretion to secure to Assignee the grant of Letters Patent in the United States and/or in other countries as Assignee may determine in its sole discretion, with specifications and claims in such form as shall be approved by Assignee's counsel, and to vest and confirm in Assignee the legal and equitable title and full use and benefit of all such patents and copyrights.

Inventor hereby authorizes and requests the attorneys of record in said application to insert in this Assignment the filing date and serial number of said application when officially known.

Inventor further agrees with Assignee that this Assignment covers all processes, specifications, procedures, techniques and other knowledge and information now or hereafter known to Inventor which are not in the public domain and which relate to the above-mentioned invention or improvement, its manufacture, uses or embodiments, or other matters (the "Related Know-How"). Inventor agrees to disclose or provide all Related Know-How to Assignee when discovered or upon request.

Inventor further covenants that Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal

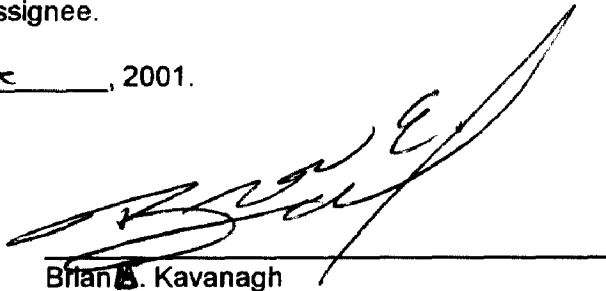
equivalents in foreign countries as may be known and accessible to Inventor and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

Inventor's rights in the above-mentioned invention or improvement and Related Know-How and any patent application(s) and Letters Patent thereon have not been previously assigned, mortgaged or otherwise encumbered, and Inventor has full right, power and authority to assign all such rights to Assignee hereunder.

As used herein, the terms "Inventor" and "Assignee" shall include such parties and their heirs, administrators, estates, successors and assigns of every kind.

Inventor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and all foreign countries' equivalent officials, to issue such Letters Patent as shall be granted on said application or applications based thereon to Assignee.

DATED this 20<sup>th</sup> day of June, 2001.



Brian E. Kavanagh

STATE OF OHIO )  
COUNTY OF Hamilton ) ss.

This instrument was acknowledged before me this 20<sup>th</sup> day of June, 2001, by Brian E. Kavanagh.

My commission expires:

  
Notary Public

MICHAEL P. YOST, NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES: MARCH 12, 2004

SEAL

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