

09-05-2001

LET



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To the Honorable Commissioner of Pat.

1 documents or copy thereof

1. Name of conveying part(ies):

Curt D. JONES
Stan JONES
Thomas G. TIMMONS

08/23/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: Dippin' Dots, Inc.

Street Address: 5101 Charter Oak Drive
Paducah, Kentucky 42001Additional name(s) & address(es) attached? ☐ Yes ☒ NoJCS79 U.S. PTO
09/19/2001
08/23/01

3. Nature of conveyance:

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

Execution Date: August 15, 2001

4. Application number(s) or patent number(s):

09/938058

If this document is being filed together with a new application, the execution date of the application is: June 16, 2000

A. Patent application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Daniel R. McClure
Thomas, Kayden, Horstemeyer & Risley, L.L.P.
100 Galleria Parkway, Suite 1500
Atlanta, Georgia 30339

6. Total number of applications/patents involved: [1]

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

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account Number:

20-0778

(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.

Type Name of Person Signing - Daniel R. McClure

Aug 23, 2001

Date

Docket #: 251001-1032

Total number of pages including cover sheet, attachments, and document: [6]

Mail documents to be recorded with required cover sheet information to:
 Assistant Commissioner for Patents, Box Assignments
 Washington, D.C. 20231

ASSIGNMENT AND AGREEMENT

WHEREAS, the following party:

<u>Name</u>	<u>Address</u>
Curt D. Jones	3 Meadowlinks Drive, Paducah, Kentucky
Stan Jones	2655 Old Metropolis Road, Vienna, Illinois 62995
Thomas G. Timmons	78 Cross Creek Farms Road, Benton, KY 42025

hereinafter referred to as ASSIGNOR, has/have invented certain new and useful improvements ("invention(s)") as described and set forth in the below-identified utility application for United States Letters Patent entitled:

**Method for Manufacturing a Vending Machine for Serving
Extremely Cold Frozen Product and Method for Distributing Same**

which was:

- ☐ executed on even date herewith,
- ☒ filed with the United States Patent and Trademark Office (USPTO) on June 16, 2000, and assigned Serial No. 09/596,596, and
- ☒ further described in U.S. Provisional application entitled Method for Manufacturing a Vending Machine for Serving Supercooled Product, filed with the USPTO on June 21, 1999, and assigned Serial No. 60/140,333.

Note: Only one of the first two checkboxes will be checked. The third checkbox will be checked, only if appropriate.

WHEREAS, Dippin' Dots, Inc., having a business at 5101 Charter Oak Drive, Paducah, KY 42001, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR'S interest in and to said Invention(s), said Utility application, said Provisional application, and any U.S. and foreign patents which may be granted on the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE'S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said Invention(s), said Utility application, and said Provisional application and all the rights and privileges in any application and under any and all patents that may be granted in the United States for said Inventions, including all corresponding continuations, continuations in part, divisionals, reissues, and reexaminations; (b) the entire right, title and interest in and to said Invention(s), said utility application, and said provisional application for all countries foreign to the United States, including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the United States for them; and (c) the right to sue for past or future infringement of any of the foregoing, and to collect and retain all damages and profits and enjoy all other remedies granted for infringements.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the United States, and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said inventions be issued to ASSIGNEE in the United States and to ASSIGNEE in all countries foreign to the United States, or to such nominee as ASSIGNEE may designate.

ASSIGNOR covenants and agrees that, when requested, ASSIGNOR shall, without charge to ASSIGNEE but at ASSIGNEE'S expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable, or convenient in connection with the patent applications, patents, or other forms of protection of said invention(s), and for the defense and protection thereof if challenged in the court of law.

ASSIGNOR authorizes ASSIGNEE or its agents to insert, on ASSIGNOR'S behalf, the filing date and/or serial number above pertaining to the utility application and/or the provisional application, if not known as of the date of execution of this document.

Curt D. Jones
Curt D. Jones

Date: Aug 15, 2001

United States of America

State of Kentucky

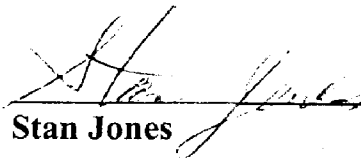
ss:

County of McCracken

On this 15th day of August, 2001, before me personally came **Curt D. Jones** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.

Sheila K. Kartz
Notary Public

08-26-2001
My Commission Expires (Date)


Stan Jones

Date: August 15, 2001

United States of America

State of Kentucky


SS:

County of McCracken

On this 15th day of August, 2001, before me personally came **Stan Jones** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.


Notary Public

08-26-2001
My Commission Expires (Date)



Thomas G. Timmons

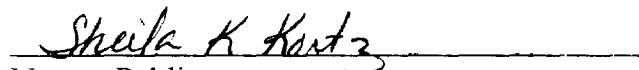
Date: August 15, 2001

United States of America

State of Kentucky ss:

County of McCracken

On this 15th day of August, 2001, before me personally came **Thomas G. Timmons** to me known to be the individual described above and who executed the foregoing instrument, or acknowledged execution of the same.



Notary Public

08-26-2001

My Commission Expires (Date)

AssignPat-2 Inventors-No SN.doc