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M&G- 1945.161USU1



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1. Name of conveying party(ies):  DECLER, Peter (December 18, 2001) JOHNSON, Robert K. (December 18, 2001) <i>12/18/01</i>	2. Name and address of receiving party(ies):  COLDER PRODUCTS COMPANY 1001 Westgate Drive St. Paul, Minnesota 55114
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other:

Execution Date: see above

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

If this document is being filed together with a new application, the execution date of the application is: December 18, 2001

A. Patent Application No.(s)      B. Patent No.(s)

*1002 5236*

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Michael D. Schumann Address: Merchant & Gould P.C. P.O. Box 2903 Minneapolis, MN 55402-0903	6. Total number of applications and patents involved: 1  7. Total fee (37 CFR 3.41): \$40.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725
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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.

Michael D. Schumann      *[Signature]*      December 18, 2001  
 Name of Person Signing      Signature      Date

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**ASSIGNMENT**

WHEREAS, we, Peter deCler, residing at 2405 Periwinkle Avenue North, Stillwater, Minnesota 55082 and Robert K. Johnson, residing at 342 107th Circle Northeast, Blaine, Minnesota 55434, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on even date herewith, which is entitled FLUID COUPLING VALVE ASSEMBLY.

AND WHEREAS, Colder Products Company, a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at St. Paul, Minnesota (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

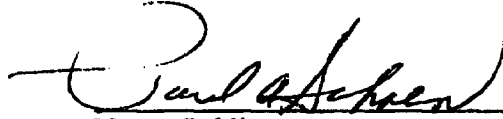
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the



instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

  
\_\_\_\_\_  
Notary Public

