

01-18-2002

Docket No.: 10735.4

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wade W. Henriksen and Craig A. Nielsen

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

Name: Zippy Freeze

Internal Address:

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Street Address: 3652 Julius Court

City: Las Vegas

State: NV

ZIP: 89129

Execution Date: January 4, 2002

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

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

If this document is being filed together with a new application, the execution date of the application is: January 4, 2002

A. Patent Application No.(s)

B. Patent No.(s)

10/039665

Additional numbers attached? ☐ Yes ☒ No

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

Name: Berne S. Broadbent

Internal Address: Kirton & McConkie

Street Address: 1800 Eagle Gate Tower

60 East South Temple

6. Total number of applications and patents involved: 1

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

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

500843

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

01/17/2002 DATE 0000049 10039665 State: UT ZIP: 84111

01 FC:581

40.00 OP

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.

Berne S. Broadbent

Name of Person Signing

Signature

January 4, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT

We, Wade W. Henriksen and Craig A. Nielsen, whose residence and post office addresses are 3652 Julius Court, Las Vegas, Nevada 89129 and 888 E. Ranch Circle, Draper, Utah 84020, respectively, have invented a method and apparatus entitled "APPARATUS AND METHODS FOR MAKING FROZEN FOOD PRODUCTS" (hereinafter called the "invention.")

Preferred embodiments of said invention are disclosed in a United States patent application executed concurrently herewith by us and now identified as File No. 10735.4 of KIRTON & McCONKIE, 1800 Eagle Gate Tower, 60 East South Temple Street, P.O. Box 45120, Salt Lake City, Utah 84145-0120, and filed in the United States Patent and Trademark Office on \_\_\_\_\_ as Serial No. \_\_\_\_\_. (We hereby authorize Berne S. Broadbent to insert said serial number and filing date when known.)

The Assignee, Zippy Freeze, a corporation of the state of Nevada having a principal place of business at 3652 Julius Court, Las Vegas, Nevada 89129 desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00), and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title, and interest in said invention; in the above-identified United States patent application, and in all divisions, continuations and continuations-in-part of said application, and all reissues and extensions of Letters Patent and Patents granted thereon; in all corresponding applications filed in countries foreign to the United States; and in all patents issuing thereon in the United States and foreign countries.

The right to file foreign patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.


We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and benefit of the said Assignee, its successors, assigns, and legal representatives.


We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, nullification, reexamination, reissue, extension, or infringement proceedings involving said invention.

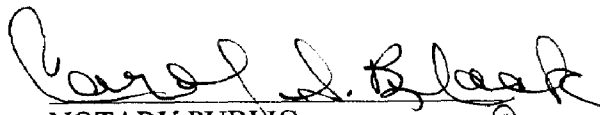
This assignment and agreement shall be binding upon our heirs and legal representatives.

  
Wade W. Henriksen

  
Craig A. Nielsen

STATE OF UTAH                     )  
  : ss.  
COUNTY OF SALT LAKE        )

On January 4<sup>th</sup>, 2002, before me personally appeared Wade W. Henriksen and Craig A. Nielsen, known to me to be the persons described, who signed the foregoing Assignment in my presence and acknowledged under oath before me that they have read the same and know the contents thereof and that they executed the same as their free act and deed and for the purposes set forth therein.

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:

2-6-02

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