

**EMARK OFFICE** ENT (PATENT)

Commissioner of Patents and Trademarks Washington, D.C. 20231 Sir:

Atty. Docket No. 0661.000004

FEB -1 2002

PATENT

Pursuant to 37 C.F.R. 3.31, enclosed herewith is a document for recordal in this case. The following information is provided:

02-20-2002

101987392

### (1)Name of Party Conveying the Interest:

Harvey S. Fink (joint inventorship) 2-1-02 1587 Heronwood Court Bloomfield Hills, Michigan 48302

Thomas E. Mahany (joint inventorship) 3122 Warick Road Royal Oak, Michigan 48073

Lawrence J. Nolan (joint inventorship) 9918 Cranston Livonia, Michigan 48150

### (2) Name and Address of Party Receiving the Interest:

COSMO TECH DEVELOPMENT, INC. a corporation of the State of Michigan having its principal place of business at 31731 Northwestern Highway, Suite 101E Farmington Hills, Michigan 48334

- (3)Description of the Transaction to Be Recorded: An Assignment
- (4) Application(s) And/or Patent(s) Against Which Enclosure Is to Be Recorded:

Serial No. 10/000,787 filed October 23, 2001 and entitled "EXPANDING BARREL" SYSTEM AND METHOD FOR COOLING BEVERAGES"

Name and Address of the Party to Whom Correspondence Concerning the (5) Request To Record Should Be Mailed:

Robert S. Nolan Bliss, McGlynn & Nolan, P.C. 2075 West Big Beaver Road, Suite 600 Bloomfield Hills, Michigan 48084-3443

Number of Applications and/or Patents Identified in the Cover Sheet and Total (6) **Recordal Fee:** 

Number of Applications/Patents: . . \_\_\_\_ One Total Recordal Fee Enclosed: ..... \$40.00

(7) Date(s) the Document Was Executed: December 18, 2001

To the best of my knowledge and belief, the foregoing information is true and correct. If, for some reason, Applicants have/has not paid a sufficient fee, please charge our Deposit Account No. 02-2712 for any further fees which may be due. A duplicate copy of this document is enclosed.

2/19/2002 TDIAZ1 00000016 10000787 40.00 DP FC:581 2002 anuar Date:

Respectfully submitted.

Bv:

Robert S. Nolan, Reg. No. 30,667 Preston H. Smirman, Reg. No. 35,365 Attorneys for ApplicaptATENT

REEL: 012580 FRAME: 0355

## **ASSIGNMENT**

WHEREAS, We, Harvey S. Fink, residing at 1587 Heronwood Court, Bloomfield Hills, Michigan 48302, Thomas E. Mahany, residing at 3122 Warick Road, Royal Oak, Michigan 48073, and Lawrence J. Nolan, residing at 9918 Cranston, Livonia, Michigan 48150 (hereinafter referred to as Assignors), have invented a new and useful invention entitled:

### EXPANDING BARREL SYSTEM AND METHOD FOR COOLING BEVERAGES

which is set forth in an application for Letters Patent of the United States filed on October 23, 2001 under Serial No. 10/000,787, and which was also set forth in substantial part in U.S. Provisional Patent Application Serial No. 60/242,488 filed October 23, 2000, and

WHEREAS, COSMO TECH DEVELOPMENT, INC., (hereinafter referred to as Assignee), a corporation of the State of Michigan, having its principal place of business at 31731 Northwestern Highway, Suite 101E, Farmington Hills, Michigan 48334, is desirous of acquiring the entire right, title and interest in and to said invention and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the Assignee, its successors, legal representatives and assigns, their entire right, title and interest in and to the above-mentioned invention, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors, had this sale and assignment not been made.

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives and assigns, that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said invention, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said invention in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patents, or any reissue or extension of any Letters Patents, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to the Assignee, its successors, legal representatives and assigns, but at the cost and expense of the Assignee, its successors, legal representatives and assigns.

The Assignors hereby request the Commissioner of Patents and Trademarks to issue his entire right, title and interest to said Letters Patents of the United States to the

Page 1 of 3

Attorney Docket No. 0661-000004

# ASSIGNMENT, cont'd.

Assignee for the sole use and benefit of the Assignee, its successors, legal representatives and assigns.

Signed in the City of Farmington Hills, in the County of Oakland, State of Michigan, this <u>STH</u> day of December, 2001. Harvey State of Michigan SS. County of Oakland Before me personally appeared said Harvey S. Fink, and acknowledged the foregoing instrument to be his own free act and deed, this \_\_\_\_ 154 day of December, 2001. LORELEI HEINMILLER Notary Public, Oakland County, MI SEALMy Commission Expires Jan 17, 2005 Notary Public My Commission Expires: 1 - 17 - 0in the County of Oakland, State of Signed in the City of \_, 2001. Michigan, this homas E. Mahanv State of Michigan SS. County of Oakland Before me personally appeared said Thomas E. Mahany, and acknowledged the foregoing instrument to be his own free act and deed, this \_\_\_\_\_\_ day of \_\_\_\_\_\_ , 2001. LORELEI HEINMILLEN Notary Public, Oakland County, MI

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My Commission Expires: / //

Page 2 of 3

PATENT REEL: 012580 FRAME: 0357 Attorney Docket No. 0661-000004

# ASSIGNMENT, cont'd.

Signed in the City of TARMINGTON HILLS, in the County of State of Michigan, this \_\_\_\_\_\_ 874. day of \_\_\_\_\_\_ day of \_\_\_\_\_\_

State of Michigan SS. County of OAk

Before me personally appeared said Lawrence J. Nolan, and acknowledged the foregoing instrument to be his own free act and deed, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_

LORELEI HEINMILLER Notary Public, Oakland County, MI My Commission Expires Jan 17, 2005 SEAL

Notary Public

My Commission Expires: 1-17-05

**RECORDED: 02/01/2002**