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FORM PTO-1596

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

DOCKET NO.: 426-008	SUNLY
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto:	
Name of conveying party(ies):	Name and address of receiving party(ies):
James Hedley Dalby ROKOS MAR 1	Name: Pedal Bowl Products Limited
3-14-02 MAR 1 4 2002 &	Internal Address:
Additional name(s) of conveying party(iest attached?Yes X_No	
3. Nature of conveyance:	
X Assignment Merger	Street Address: Cherry Tree House, Finningham Road
Security Agreement Change of Name	
Other	City: Walsham-le-Willows State/Country: Suffolk, England ZIP: 1P31_3BQ
Execution Date: August 20, 2001	Additional name(s) & address(es) attached?YesX_No
4. Application number(s) or patent number(s):	
If the document is being filed together with a new application, the execution date of the application is:	
A. Patent Application No(s).	B. Patent No(s).
09/958,607	
	hed? Yes _X No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: <u>LOWE HAUPTMAN GILMAN & BERNER</u>	7. Total fee (37 CFR 3.41)
Internal Address:	X Enclosed (Credit Card Authorization Form)
	Authorized to be charged to deposit account
Street Address: 1700 Diagonal Road, Suite 310	8. Deposit account number:
	<u>07-1337</u>
City:Alexandria State:VA ZIP:22314	
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.	
Allan M. Lowe, 19,641	an h. Tave March 12 2002
Name and Registration No. of Person Signing	Signature Date
	Total number of pages comprising cover sheet: 1
CMB No. 0851-0011 (exp. 4/94)	

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made this between

Twentiette

day of August 2001

(1) James Hedley Dalby Rokos, a British citizen, of Hole Farm, Bush Lane, Little Sampford, Essex CB10 2RY England of the first part (hereinafter called the "Assignor");

and

(2) Pedal Bowl Products Limited, an English company with the registration number 4239736 of Cherry Tree House, Finningham Road, Walsham-le-Willows, Suffolk IP31 3BQ England of the second part (hereinafter called the "Assignee").

WHEREAS the Assignor has made an invention relating to an animal feeding device (the "Invention") filed in his name PCT International Application No. GB00/01401 published under No. WO 00/60927 entitled An Animal Feeder and a UK Patent Application number 0009171.0 entitled An Animal Feeder (the "Patent Applications") and has also filed and registered the design under Design Registration No. 2087362 dated 13 October 1999 (the "Design Application") and is in possession of valuable know-how, information and expertise relating to the Invention and to the design and manufacture of the equipment for use in the Invention and products incorporating the Invention (which term shall also relate to any modifications in connection with the Invention) and uses and applications of the Invention (the Information).

AND WHEREAS the Assignor has agreed to vest all rights in the Invention and the Information, including, but not limited to the Patent Applications and the Design Application in the Assignee for the exploitation of the Invention by the Assignee

IT IS NOW HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum of £10 (ten pounds sterling) already paid to the Assignor by the Assignee, the receipt of which is hereby acknowledged, the Assignor hereby assigns with full title guarantee to the Assignee all the legal and beneficial right, title and interest in and to:
- 1.1 The Invention throughout the world TOGETHER WITH the right to apply for Patent and other Industrial Property Rights relating to the Invention or any part thereof in the sole name of the Assignee in any country of the world; and
- 1.2 The said Patent Applications and Design Application together with the right to claim priority therefrom in the sole name of the Assignee in any country of the world; and
- 1.3 All beneficial and legal right, title and interest in all copyright, unregistered design rights and rights of a similar nature relating to any models, prototypes, plans, designs, drawings, circuit diagrams, component listings, sketches, computer programs or systems or other documents, whether completed or not, (the "Design Material") which the Assignor has prepared, whether alone or with others, relating to the Invention TOGETHER WITH the right to reproduce, duplicate, modify or adapt any such

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PATENT REEL: 012688 FRAME: 0884 Design Material AND the Assignor hereby acknowledges that all originals of such Design Material prepared by him are the property of the Assignee and hereby undertakes that he shall promptly surrender up all such originals or copies thereof to the Assignee if so requested; and

- 1.4 The right to use the Information in the operation of the Invention and the design and manufacture of products; and
- 1.5 The exclusive right to design, manufacture, use, distribute, sell or otherwise deal in the Invention, the Design Material and to licence, sell or otherwise exploit the Patent Applications and any patent rights based thereon anywhere in the world as well as the Design Application and any design rights based thereon anywhere in the world; and
- 1.6 All courses of action which may have accrued to the Assignor anywhere in the world in relation to any infringement of any of the rights hereby assigned.
- 2. The Assignor hereby undertakes that he will promptly and at the cost of the Assignee execute all documents, deeds or other things as may be reasonably be required to vest the Invention, the Patent Application, the Design Application and the rights assigned hereunder in the name of the Assignee to obtain and enforce patents or other form of intellectual property rights relating to the Invention anywhere in the world in the Assignee's sole name, and to assist the Assignee to enforce the rights assigned hereunder against any third party.
- 3. a. This Assignment is made conditional upon the undertaking by the Assignee for and on behalf of itself and any assignees and successors in title that:
 - i. In the event that the Assignee has an administrator, receiver or liquidator appointed over any part or all of its assets, comes to an arrangement with its creditors, is declared insolvent or ceases trading for any reason other than for the purpose of reconstruction or the agreement between the Assignor and Simon David Pattinson Whitaker dated 15 June 2001 is terminated for any reason (an Event): and
 - ii. At the date of the Event the Assignor holds any shareholding in the Assignee the Assignee shall immediately and for the sole consideration of £10 (ten pounds sterling) re-assign to the Assignor all rights assigned hereunder by the Assignor to the Assignee (including specifically the Patent Applications and any other patent applications or granted patents based thereon, the Design Application and any design rights based thereon anywhere in the world, the Design Material and the right to exploit them and the Invention to his benefit) together with all rights to any improvements or modifications to the Invention or the Design Material which the Assignee may have devised.
 - b. Assignee hereby undertakes that it shall promptly execute or procure the execution of all such documents, deeds or other things as may be required to vest the Invention, the Patent Application, the Design Application and the rights re-assigned before the relevant authorities, to enable the Assignor to obtain and enforce patents or other forms of intellectual property rights relating to the Invention anywhere in the world in the Assignor's sole name,

PATENT REEL: 012688 FRAME: 0885 and to assist the Assignor to exploit and enforce the rights re-assigned hereunder against any third party.

4. This Assignment and any re-assignment shall be construed in accordance with and governed by English law and the English Courts shall have jurisdiction over any disputes thereunder.

The parties have shown their acceptance of the terms of this Assignment by signing below.

JAMES HEDLEY DALBY ROKOS

SIMON DAVID PATTINSON WHITAKER

for and on behalf of Pedal Bowl Products Limited

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