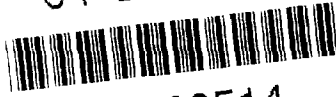


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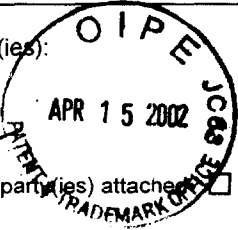
U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Steven R. Brace

4-15-02



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

2. Name and address of receiving party(ies)

Name: Nan R. W. Lewis

Internal Address:

Street Address: 2105 Whitewood Court

City: Indianapolis State: IN Zip: 46260

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

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

If this document is being filed together with a new application, the execution data of the application is:

A. Patent Application No.(s)

09/606,612

B. Patent No.(s)

6,349,671

Additional numbers attached? Yes No

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

Name: Michael B. McNeil

Internal Address: Liell & McNeil Attorneys PC

Street Address: P.O. Box 2417

City: Bloomington State: IN Zip: 47402

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500226

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

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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 B. McNeil

Name of Person Signing

Signature

04-04-02

Date

Total number of pages including cover sheet, attachments, and documents:

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04/22/2002 DRYBNE

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PATENT REEL: 012802 FRAME: 0088

ASSIGNMENT OF PATENT RIGHTS

RECITAL OF RELEVANT FACTS:

NAN R. W. LEWIS, hereinafter LEWIS, and STEVEN R. BRACE, hereinafter BRACE, are co-inventors of a new and useful invention entitled PET FEEDING SYSTEM AND METHOD OF USING SAME, hereinafter PET FEEDING SYSTEM. LEWIS was the sole originator of the concept of the said PET FEEDING SYSTEM. LEWIS and BRACE collaborated in developing the design of the PET FEEDING SYSTEM. LEWIS was solely responsible for all expenses related to the development of the design and the application for Letters of Patent of the United States under Patent Application No. 09/606,612, filed on June 29, 2000, including but not limited to materials used in the development process, legal fees, and all fees associated with preparation and filing of the said patent application. LEWIS also assumes sole responsibility for paying any and all costs associated with further development, manufacture and marketing of the said PET FEEDING SYSTEM, including all future patent fees.

LEWIS and BRACE agreed from the outset that all rights to the patent would belong to LEWIS exclusively. BRACE agreed to assign his patent rights to LEWIS in exchange for monetary compensation on an hourly basis. However, BRACE subsequently elected to forgo present monetary compensation due to a personal relationship between the parties. This was BRACE'S personal choice, was taken at BRACE'S initiative, and was not due to any coercion or pressure on the part of LEWIS. BRACE instead elected to receive future monetary compensation at such time as LEWIS began to realize profits on the PET FEEDING SYSTEM. The sole present compensation which was received by BRACE was one piece of computer hardware which LEWIS purchased for him, at an approximate cost of \$300.00.

ASSIGNMENT

COMES NOW, STEVEN R. BRACE, the ASSIGNOR, who desires to assign all patent rights to the above-referenced invention, and NAN R. W. LEWIS, the ASSIGNEE, who desires to acquire these rights in their entirety, including title and interest in the said invention, and agree to the following:

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the following:

- the aforementioned computer hardware valued at approximately \$300.00; and
- future compensation in the sum total of \$ 1,500 .00, to be paid as set out below;

ASSIGNOR does sell, assign and transfer unto ASSIGNEE the entire right, title, and interest to and under said PET FEEDING SYSTEM, this 24th day of February, 2002, and any and all other applications thereon and arising therefrom, including any and all divisions and continuations thereof, and any and all patents to be issued and obtained therefor and thereon, United States and foreign, including all reissues and extensions thereof.

FUTURE COMPENSATION

ASSIGNOR and ASSIGNEE agree that ASSIGNEE shall pay to ASSIGNOR such future compensation as is set out herein. The parties agree that this is the sole and only compensation to which ASSIGNOR shall be entitled in consideration of the transfer of his patent rights to ASSIGNEE. At such time as ASSIGNEE begins to realize a net profit upon sales of the said PET FEEDING SYSTEM, ASSIGNEE shall pay to ASSIGNOR the sum of \$ 1,500 .00, to be paid at the rate of 25% of the total due or \$ 375 .00 per calendar year quarter, until the sum has been paid in full. No interest shall be paid upon this sum. Net profits are defined as those profits exceeding the entire monetary investment of ASSIGNEE in the said PET FEEDING SYSTEM, including all costs incurred by ASSIGNEE in the past, present and future.

ASSIGNOR acknowledges responsibility for keeping ASSIGNEE informed of a valid mailing address where he can be reached at all times. ASSIGNOR acknowledges his understanding that failure to do so could void his rights to compensation under this agreement.

ASSIGNOR does hereby authorize ASSIGNEE to insert here in parenthesis (Serial No. 09/606,612 , Filed June 29, 2000) the date and serial number of said application when officially known, and ASSIGNOR hereby authorizes and requests the Honorable Commissioner of

Patents and Trademarks to issue said Letters Patent to Assignee, its assigns and legal representatives.

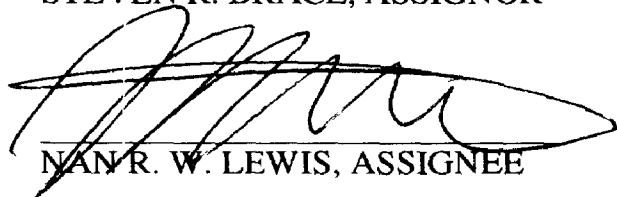
ASSIGNOR agrees to sign and execute any and all other papers necessary or desirable for the procurement of Letters Patent on said invention in this and all foreign countries for the use of ASSIGNEE.

This is the sole and entire agreement between the parties, there being no other conditions or agreements relevant hereto, whether written or verbal, which are not specifically incorporated herein.

IN TESTIMONY WHEREOF, ASSIGNOR and ASSIGNEE have executed this instrument.


STEVEN R. BRACE, ASSIGNOR

2/24/02
DATE


NAN R. W. LEWIS, ASSIGNEE

2/24/02
DATE