

FORM PTO-1619A

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U.S. Department of Commerce
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RECORDATION FORM COVER SHEET

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type



New

5-2-02



Resubmission (Non-Recordation)

Document ID#



Correction of PTO Error

Reel #

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Corrective Document

Reel #

Frame #

Conveyance Type



Assignment



Security Agreement



License



Change of Name



Merger



Other

U.S. Government

(For Use ONLY by U.S. Government Agencies)



Departmental File



Secret File

Conveying Party(ies)



Mark if additional names of conveying parties attached

Name (line 1) Woodland Sales, Inc.

Execution Date
Month Day Year

09/28/2001

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party



Mark if additional names of receiving parties attached

Name (line 1) Innofresh Products, Inc.

Name (line 2)

Address (line 1) 14814 North 15th Avenue

Address (line 2)

Address (line 3) Phoenix

Arizona/U.S.

85023

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 012852 FRAME: 0935

Correspondent Name and Address

Area Code and Telephone Number

602-382-6250

Name R. Lee Fraley

Address (line 1) Snell & Wilmer, L.L.P.

Address (line 2) One Arizona Center

Address (line 3) 400 E. Van Buren

Address (line 4) Phoenix, Arizona 85004-2202

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

3

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

Des. 384,408

Des. 372,770

If this document is being filed together with a new Patent Application, enter the date the patent application was

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

80.00

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the Deposit Account Number:

19-2814

Authorization to charge additional fees:

Yes

☒

No

☐

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. Charges to deposit account are authorized, as indicated herein.

R. Lee Fraley, Reg. No. 42,550

Name of Person Signing

R. Lee Fraley

Signature

4/22/02

Date

Assignment of Patents

ASSIGNMENT OF PATENTS made as of the 28th day of September, 2001, by Woodland Sales, Inc., a New York corporation ("Assignor"), to Innofresh Products, Inc., an Arizona corporation ("Assignee").

RECITAL

Assignee and Assignor (and others) are parties to an Asset Purchase Agreement dated as of September 28, 2001 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the patents of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order more effectively to assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign patents and patent applications, including without limitation, the patents and patent applications listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Patents").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Patents, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Patent, whether arising prior to or subsequent to the date of this Assignment of Patents, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Patents not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Patents shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Patents as of the date first above written.

Woodland Sales, Inc.

By: 

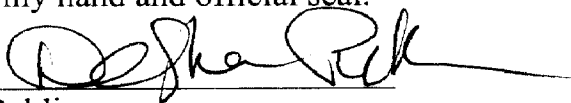
Scott Foreman
President

[SEAL]

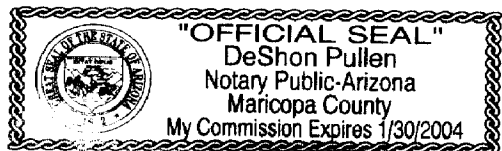
State of Arizona)
) ss.:
County of Maricopa)

On this 28th day of September, 2001, before me, the undersigned, personally appeared Scott Foreman, President of Woodland Sales, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public



SCHEDULE A

Registered Patents

Patent

U.S. or Canadian Registration No.

Registration Date

Odor Absorber

U.S. Design Patent No. Des. 384,408

September 30, 1997

Refrigerator Air Deodorizer

U.S. Design Patent No. Des. 372,770

August 13, 1996