

09-13-2002



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SHEET

U.S. DEPARTMENT OF COMMERCE

Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. Patent and Trademark Office

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

1. Name of conveying parties:

John Thomsen  
Earl M. Sieggen

2. Name and address of receiving party:

Name: Koller Enterprises, Inc.

Internal Address:

Street Address: 19919 Shawnee Mission Parkway

City: Shawnee State: KS Zip: 66218

Additional name(s) & address(es) attached? ☐ Yes ☒ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: August 27, 2002

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

If this document is being filed together with a new application, the execution date of the application is: August 27, 2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: J. David Wharton

Internal Address: Stinson Morrison Hecker LLP

Street Address: 1201 Walnut, Suite 2800

City: Kansas City State: Missouri Zip: 64106-2150

6. Total number of applications and patents involved: 1

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

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

19-4409

(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.

J. David Wharton

Name of Person Signing

Signature

Date

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

4

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

09/12/2002 LNUELLER 00000265 29166931

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DTMDOCS 683748v1

PATENT  
 REEL: 013270 FRAME: 0427

**ASSIGNMENT AGREEMENT**

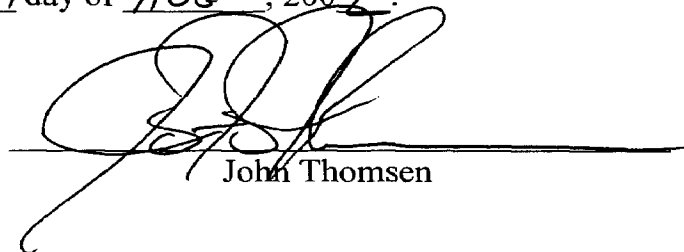
In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **John Thomsen**, an individual having an address of **7638 Bell, Shawnee, Kansas 66217** and **Earl M. Sieggen**, an individual having an address of **2000 West 120<sup>th</sup> Terrace, Leawood, Kansas 66209** (hereinafter "Assignors") hereby assigns, transfers and conveys to **Koller Enterprises, Inc.**, a corporation created and existing under and by virtue of the laws of the State of **Missouri**, and having a principal place of business at **19919 Shawnee Mission Parkway, Shawnee, Kansas 66218**, its successors, legal representatives, and assigns (hereinafter Assignee), the Assignors' entire right, title and interest in and to the design for an **AQUARIUM WITH CASCADING WATERFALL**, as depicted in the drawings attached hereto; in and to the application filed herewith; in and to all patents to be issued pursuant to said application and any divisionals, continuations, continuations in part, extensions, renewals, and reissues thereof; and in and to all applications for patents or similar legal protection which may hereafter be filed for said design in any country, all patents or similar legal protection which may be granted for said design in any country and all extensions, renewals and reissues thereof or legal equivalent thereof.

Assignors hereby authorize and request the Director of Patents and Trademarks of the United States, and any official of any other country whose duty it is to issue patents or similar legal protection on said applications, to issue patents or similar legal protection for said design to Assignee, the same to be held by Assignee for its own use and benefit, to the full end of the term for which said patents or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignors had this assignment not been made.

Assignors hereby further agree, upon the request of Assignee, to execute any and all applications for divisionals, continuations and/or continuations in part for said design or improvements and any supplemental oath or declaration relating thereto, and any applications for the reissue or extension of any patent that may be granted upon said applications that Assignee may deem necessary or expedient. Assignors further agree that in the event any said application, or patent issued thereon, becomes involved in an interference, upon request of Assignee, Assignors will cooperate to the best of its/their ability with Assignee in preparing the preliminary statement and giving and producing evidence in support thereof. Assignors hereby agree to perform, upon such request, any and all affirmative acts to obtain said patents or similar legal protection, and vest all rights therein in Assignee as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made.

Assignors hereby covenant and warrant that as of the date hereof they are the true and lawful owners of the entire, right, title and interest in said design, applications, and patents which may issue pursuant thereto, that they have the full right and power to convey the same, that the same are free and clear of all liens, charges and encumbrances whatsoever, and that they have not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 27 day of AUG, 2002.

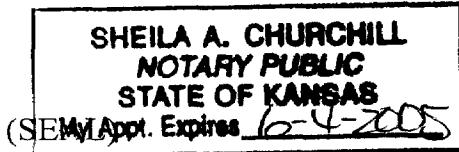


John Thomsen

**ACKNOWLEDGMENT**

STATE OF Kansas )  
 ) SS  
COUNTY OF Johnson )

On this 27 day of Aug, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared John Thomsen, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Sheila A. Churchill  
Notary Public

My Commission Expires:

6-4-2005

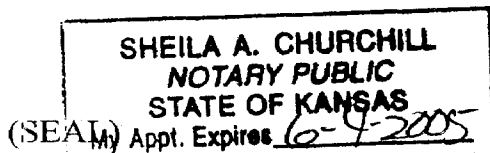
WITNESS my hand and seal this 27 day of August, 2002.

Earl M. Sieggen  
Earl M. Sieggen

### ACKNOWLEDGMENT

STATE OF Kansas )  
 ) SS  
COUNTY OF Johnson )

On this 27 day of Aug, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Earl M. Sieggen, to me known and known to me to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Sheila A. Churchill  
Notary Public

My Commission Expires:

6-4-2005