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FOGG 3455 J Hollan SCHO ached? 19500 Irvine,	fame and address of receiving party(ies) FILLER COMPANY John F. Donnelly Drive ad, Michigan 49424; and DLLE CORPORATION Jamboree Road , California 92612 Jonal name(s) & address(es) attached? [] Yes χ] No IO/O68544
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PATENT REEL: 013379 FRAME: 0316

ASSIGNMENT

FFC-011242

KING & JOVANOVIC, PLC

305 Hoover Boulevard, Suite 300 Holland, Michigan 49423 (616) 355-0400

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor or inventors (hereinafter called "ASSIGNOR"):

Randall L. Johnson a citizen of the United States of America having a mailing address at 612 Columbus Avenue, Grand Haven, Michigan 49417;

Simon P. Edwards a citizen of the United Kingdom having a mailing address at 25 Via Lucca, Apt. H216, Irvine, California 92612;

Michael R. Resterhouse a citizen of the United States of America having a mailing address at 1035 LeRoux, Muskegon, Michigan 49441; and

Robert B. Szabo II a citizen of the United States of America having a mailing address at 1729 39th Street, Allegan, Michigan 49010.

hereby assigns, transfers and sets over to:

FOGG FILLER COMPANY 3455 John F. Donnelly Drive Holland, Michigan 49424; and

SCHOLLE CORPORATION 19500 Jamboree Road Irvine, California 92612

(hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as:

FILL VALVE ASSEMBLY FOR FILLER DEVICE

for which a United States Patent Application was executed on: October 10, 2002, and all rights and privileges under any Letters Patent which may be granted thereon, including all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

(1) The ASSIGNOR(s) agrees without charge to said ASSIGNEE but at its expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasilegal proceedings relating to this application or any additional, continuing, or divisional application

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thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

(2) ASSIGNOR(s) hereby authorizes and requests the Commissioner of Patents of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and assigns.

(3) ASSIGNOR(s) hereby covenants and warrants that they have full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

(4) ASSIGNOR(s) hereby grants to the law firm of KING & JOVANOVIC, PLC of Holland, Michigan, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent Office or the Patent Office of any foreign country.

ASSIGNOR(s):

Date: 10/10, 2002 Name of Inventor: Randall L. Johnson Date: , 2002 Name of Inventor: Simon P. Edwards Name of Inventor: Michael Chief Date: 10/10, 2002 Michael R. Resterhouse Date: 10/10, 2002 Name of Inventor: Robert B. Szabo II

thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

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ASSIGNOR(s):

Date:	, 2002	Name of Inventor: Randall L. Johnson
Date:	1 <u>0 OCT</u> , 2002	Name of Inventor:
Date:	, 2002	Name of Inventor: Michael R. Resterhouse
Date:	, 2002	Name of Inventor: Robert B. Szabo II

RECORDED: 10/10/2002