

11-04-2002

COVER SHEET

To the Honorable Commissioner of

the attached original documents or copy thereof.



102269928

1. Name of conveying party (ies):

Charles L. Tilton

10-22-02

Additional name(s) of conveying party(ies) attached? [] Yes [X] No

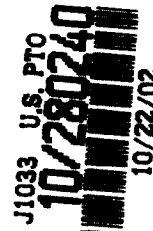
2. Name and address of receiving party(ies):

Name: Isothermal Systems Research, Inc.

Address: 511 Third Street

City: Clarkston State: WA Zip: 99403

Additional name(s) & address(es) attached? [] Yes [X] No



3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of name

Execution Date: 10/14/02

10/280240

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: October 14, 2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? [] Yes [X] No

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

Name: Michael S. Neustel (Reg. #41,221)

Address: 2534 South University Drive, Suite No. 4

City: Fargo State: ND Zip: 58103

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:

(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 Scott Neustel
Name of Person Signing

Signature (41,221)

10-21-02
Date

1/01/2002 LMUELLER 00000223 10280240

Total number of pages including cover sheet, attachments, and document: 3

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

PATENT
REEL: 013437 FRAME: 0293

ASSIGNMENT AGREEMENT

WHEREAS, I, **Charles L. Tilton**, a citizen of the United States (hereinafter “Assignor”), have invented a certain new and useful invention entitled **Dynamic Spray System** (hereinafter “Invention”) as described in the patent application filed herewith which is a continuation-in-part of U.S. Patent Application No. 10/243,683 filed on September 13, 2002; and

WHEREAS, **Isothermal Systems Research, Inc.**, a corporation organized in the State of Washington, having a place of business at 511 Third Street, Clarkston, Washington 99403 (hereinafter “Assignee”), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to said Invention, as described in United States patent application about to be filed in the United States Patent and Trademark Office on _____ and given Serial No. _____, and entitled **Dynamic Spray System**, and in and to all patents of the United States and in any and all foreign countries which may be issued for said Invention, and in and to all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned application in the United States and in any and all foreign countries, as fully and completely as the same would have been held by me had this Assignment and sale not been made, together with all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The said entire right title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (a) I will communicate to Assignee all facts known to me respecting said Invention;
- (b) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and
- (c) I will testify in any legal proceedings which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions