

07-02-2003

Attorney Docket No.: 018853.407

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To the Honorable Commissioner of Patents and Trademarks, please record the attached original document(s) or copy(ies) thereof.

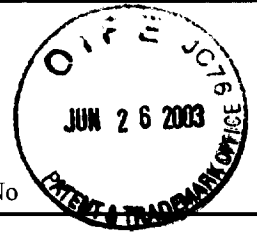
## 1. Name of Conveying Party(ies):

Melissa M. Hohler

Peter J. Koopman

Robert T. Wood

Thomas M. Smith



Additional name(s) of conveying party(ies) attached?

☐ Yes☒ No

## 2. Name and Address of Party(ies) receiving an interest (assignee(s)):

Name: Henny Penny Corporation

Address: 1219 U.S. Rt. 35 West

P.O. Box 60

Country: Eaton OH 45320 USA

Additional name(s) and address(es) attached?

☐ Yes☒ No

## 3. Nature of Conveyance:

☒ Assignment☐

Merger

☐

Change of Name

☐ Verified Translation☐

Security Agreement

☐

Other: \_\_\_\_\_

Execution Date: **July 6, 1999**

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

If this document is being filed together with a new application, the execution date(s) of the application is: \_\_\_\_\_

A. Patent Application No(s):

09/901,132

B. Patent No(s):

Others on additional sheet(s) attached?

☐ Yes☒ No

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

James B. Arpin  
 Baker & Botts, L.L.P.  
 The Warner, Suite 1300  
 1299 Pennsylvania Avenue, N.W.  
 Washington, D.C. 20004-2400  
 (202) 639-7700 (telephone)  
 (202) 639-7890 (facsimile)

## 6. Total number of applications and patents involved:

Application(s): 1  
 + Patent(s): 0  
 = Total: 1

7. Total Fee (37 C.F.R. § 3.41) . . . . . \$ 40.00☒ Enclosed☐ Authorized to be charged to Deposit Account8. Deposit Account No.: 02-0375

(Duplicate copy of this sheet attached)

☒

Charge any underpayment or credit any overpayment to above Deposit Account

DO NOT USE THIS SPACE

## 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.

James B. Arpin

Name of Person Signing

Signature

June 26, 2003

Date

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

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**ASSIGNMENT**

**WHEREAS, WE**, Melissa M. HOHLER, residing at Kettering, Ohio; Peter J. KOOPMAN, residing at Richmond, Indiana; Robert T. WOOD, residing at Tipp City, Ohio; and Thomas M. SMITH, residing at Eaton, Ohio, have invented certain new and useful improvements in and to the subject matter of:

**MERCHANDISERS WITH CENTRAL HEATING AND CONTROL  
MECHANISMS AND METHODS FOR MANUFACTURING AND  
RECONFIGURING SUCH MERCHANDISERS**

described in a United States Provisional Application filed on April 30, 1999, and accorded Application No. 60/132,405;

**AND, WHEREAS**, Henny Penny Corporation, a corporation organized under the laws of the state of Ohio, located at 1219 U.S. Rt. 35 West, P.O. Box 60, Eaton, Ohio 45320 (hereinafter "ASSIGNEE"), is desirous of acquiring certain rights thereunder;

**NOW, THEREFORE**, in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, we do hereby sell, assign, and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, our entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said improvements, said United States application, any other United States applications, including provisional, divisional, renewal, continuation, reexamination substitute, and reissue applications,

based in whole or in part on said United States provisional application or in whole or in part on said improvements, any foreign applications, including international and regional applications, based in whole or in part on any of the aforesaid United States applications or in whole or in part on said improvements, and in and to any and all letters patent, including extensions thereof, of any country which have been or may be granted on any of the aforesaid applications or on said improvements or any part thereof;

**SAID INTEREST** being the entire ownership of said Letters Patent when granted to be held and enjoyed by said ASSIGNEE, its successors, assigns, or other legal representatives, to the full end of the term for which said letters patent may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made;

**AND WE** hereby agree for ourselves and our heirs, executors and administrators to execute without further consideration any further documents and instruments which may be necessary, lawful and proper in the prosecution of said above-named application or in the preparation or prosecution of any continuing, continuation-in-part, substitute, divisional, renewal, reexamination, substitute, or reissue application or in any amendments, extensions, or interference proceedings, or other applications for patents of any region or country, that may be necessary to secure to ASSIGNEE its interest and title in and to said improvements or any part thereof, and in and to said several patents or any of them;

**AND WE** hereby covenant for ourselves and our legal representatives, and agree with said ASSIGNEE, its successors and assigns, that we have granted no right or license to make, use

or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed, our right, title and interest in said invention had not been otherwise encumbered, and that we have not and will not execute any instrument in conflict therewith;

AND WE do hereby authorize and request the U. S. Commissioner of Patents and Trademarks to issue any and all letters patent which may be granted upon said United States applications, or upon said improvements or any part thereof when granted, to said ASSIGNEE.

IN WITNESS WHEREOF, we have hereunto set our hands and seals.

July 6, 1999  
Date

Melissa M. Hohler  
Melissa M. Hohler

County of Preble )  
 ) ss:  
State of Ohio )

On this 6<sup>th</sup> day of July, 1999, before me a Notary Public in and for the County and State aforesaid, personally appeared Melissa M. Hohler, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura M. Amott  
Notary Public

(SEAL)

My Commission Expires

LAURA M. AMIOTT, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

July 6, 1999

Patricia J. Doopman

Date

Peter J. Koopman

County of Preble )  
 ) ss:  
State of ~~Indiana~~ Ohio )

On this 6<sup>th</sup> day of July, 1999, before me a Notary Public in and for the County and State aforesaid, personally appeared Peter J. Koopman, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura M. Amiot  
Notary Public

LAURA M. AMIOTT, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

My Commission Expires \_\_\_\_\_

(SEAL)

7-6-99  
Date

Robert T. Wood  
Robert T. Wood

County of Preble )  
 ) ss:  
State of Ohio )

On this 6<sup>th</sup> day of July, 1999, before me a Notary Public in and for the County and State aforesaid, personally appeared Robert T. Wood, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

Laura M. Amiot  
Notary Public

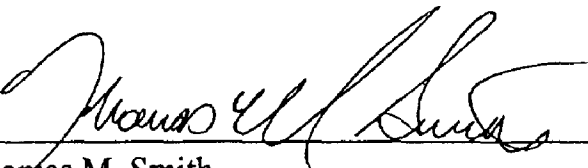
LAURA M. AMIOTT, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

My Commission Expires \_\_\_\_\_

(SEAL)

7/6/99

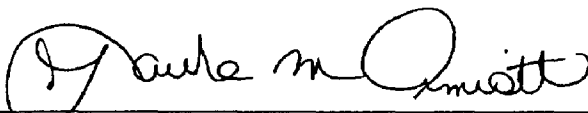
Date

  
Thomas M. Smith

County of Preble )  
 ) ss:  
State of Ohio )

On this 6<sup>th</sup> day of July, 1999, before me a Notary Public in and for the County and State aforesaid, personally appeared Thomas M. Smith, to me known and known to me to be the person of that name, who signed and sealed the foregoing instrument, and acknowledged the same to be of his free act and deed.

(SEAL)

  
Notary Public

LAURA M. AMIOTT, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. Section 147.03 O.R.C.

My Commission Expires

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RECORDED: 06/26/2003

PATENT  
REEL: 014216 FRAME: 0501