

Docket No.: 6030-006

FORM PTO-1595 (Modified)
(Rev. 6-93)
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U.S. DEPARTMENT OF COMMERCE

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

1. Name of conveying party(ies):

Steven M. Utter
Geri Utter

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: December 29, 2003

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

Name: Misty Mate, Inc.Address: 1171 North Fiesta Blvd.

Suite #4

City: GilbertState/Prov.: AZCountry: USZIP: 85233

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

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

Patent Application No.

Filing date

B. Patent No.(s)

6,371,388

Additional numbers

☐ Yes ☒ No

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

Name: David G. RosenbaumRegistration No. 31,872Address: Rosenbaum & Associates, P.C.650 Dundee Road

Suite #380

City: NorthbrookState/Prov.: ILCountry: USZIP: 60062

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☒ Authorized to be charged to deposit account

8. Deposit account number:

18-2000

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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.

Lori Dunham

Name of Person Signing

Signature

December 30, 2003

PATENT Date

700058668

Total number of pages including cover sheet, attachments, and

REEL: 014220 FRAME: 0835

CH \$40.00 182000 6371388

ASSIGNMENT AGREEMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we, **STEVEN M. UTTER** and **GERI UTTER**, have sold, assigned and transferred and do hereby sell, assign and transfer unto **MISTY MATE, INC.**, a corporation of the state of Arizona, country of USA and its successors, assigns and legal representatives, the entire right, title and interest for the United States of America in and to certain inventions relating to improvements in **FAN PROPELLED MISTER** described, illustrated and claimed in Letters Patent, U.S. Patent No. 6,371,388, of the United States of America, issued on April 16, 2002, together with the entire right, title and interest in and to said Letters Patent, and upon any division, extension, continuation or reissue thereof.

We also hereby sell, assign and transfer unto the said **MISTY MATE, INC.**, the entire right, title and interest in and to said invention and in and to applications for Letters Patent and/or Patents therefor in all countries foreign to the United States of America, including all rights under any and all international conventions and treaties in respect of said inventions and said applications for Letters Patent in foreign countries, and we further authorize the said **MISTY MATE, INC.** to apply for Letters Patent in foreign countries directly in its own name, and to claim the priority of the filing date of the said application for Letters Patent of the United States of America under the provisions of any and all international conventions and treaties.

We hereby authorize and request the Commissioner of Patents of the United States of America to issue Letters Patent upon the aforesaid and any division, extension, continuation or reissue, to the **MISTY MATE, INC.** for the sole use and behoof of said **MISTY MATE, INC.**, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, the same as they would have been held and enjoyed by us had this assignment not been made, and we hereby authorize and request the equivalent authorities in foreign countries to issue the patents of their respective countries to the said **MISTY MATE, INC.**

We agree that, when requested, we will, without charge to said **MISTY MATE, INC.**, but at its expense, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said inventions in all countries and for vesting title thereto in said **MISTY MATE, INC.**, its successors, assigns and legal representatives or nominees.

We covenant with said **MISTY MATE, INC.**, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

Dated: 12-19-03

Steven M. Utter
Steven M. Utter

Dated: 12/29/03

Geri Utter
Geri Utter

WE HEREBY ACCEPT THE ABOVE ASSIGNMENT

MISTY MATE, INC.

Steven M. Utter, President
Steven M. Utter, President
President

Name of Joint Inventor: Geri Utter

Inventor's Signature: Geri Utter Date: 12/29/03

Residence: 25611 South Val Vista Drive, Chandler, Arizona 85249

Post Office Address: Same as above.

Citizenship: US