

07-16-2003

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Attorney Docket No.: POLA121254

7-14-03

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1. Submission Type

☒ New☐ Resubmission (Non-Recordation)

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2. Conveyance Type:

☒ Assignment☐ Security Agreement☐ License☐ Change of Name☐ Merger☐ Other:

3. Name of conveying party:

Execution Date:

Coldwall Technologies Limited September 21, 1999

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

4. Name and address of receiving party:

Name: Polar Cargo Systems, Inc.

Address: 2240 Shelter Island Drive
San Diego, CA 92106Additional name(s) & address(es) attached? ☐ Yes ☒ No

5. Application number(s) and/or patent number(s):

A. Patent Application No(s).

B. Patent No(s). 5,830,057

Additional numbers attached? ☐ Yes ☒ No

If this document is being filed together with a new patent application, enter the date the patent application was signed by the first named executing inventor: _____

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

Customer No. 26389

Ward Brown, Esq.
CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue, Suite 2800
Seattle, WA 98101-2347
206.682.8100

7. Total number of applications and/or patents involved: 1

8. Total fee (37 C.F.R. 3.41):\$40.00

Enclosed is Check No. 149277 for \$40.

9. ☐ The fee is authorized to be charged to Deposit Account No. 03-1740. (A duplicate copy of this page is enclosed.)

10. The Director is hereby authorized to charge any fees under 37 C.F.R. § 3.41 which may be required by this paper, or credit any overpayment, to Deposit Account No. 03-1740.

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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.

Ward Brown

Name of Attorney or Agent
Registration No. 28,400
Direct Dial 206.695.1716

Signature

July 11, 2003

Date

Total number of pages, including cover sheet, attachments, and document: 5

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid and addressed to Mail Stop Assignment Recordation Services, Director – U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the below date.

Date: July 11, 2003

Cindy A. Norton

WB:clm

ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, COLDWALL TECHNOLOGIES LIMITED, a company having having a place of business at Wanchai, Hong Kong, said company hereinafter called "ASSIGNOR", hereby assigns, transfers and sets over to Polar Cargo System, Inc., a Delaware corporation having a place of business at 2240 Shelter Island Drive, San Diego, CA 92106 (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to US Patent Number 5,830,057, granted November 3, 1998, titled "Integrated Temperature Controlled Container", and the entire right, title and interest in and to any and all continuation, continuation-in-part and divisional patent applications related thereto and to corresponding US or foreign patents or patent applications, 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. ASSIGNOR agrees without charge to ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to said patent or to any continuation, continuation-in-part, or divisional application thereof; (c) to execute 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; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention, or to assert the validity of any patent granted for said invention, in any country of the world.

2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks 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 continuation, continuation-in-part or divisional application of said patent to the ASSIGNEE, its successors assigns or nominees.

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

4. ASSIGNOR consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of said ASSIGNEE, or its nominee, to claim the benefits of each and every right, interest and title conveyed herein.

5. ASSIGNOR further consents that the provisions of this Assignment are to be governed by, and construed according to, the laws of the State of California.

Date:

Coldwall Technologies Limited

By _____
Clement Kwong, Title

JURAT

FROM : 88888888888888

PHONE NO. : 85291927470

Oct. 06 1999 05:43AM P18

FROM : POLAR CARGO RESEARCH LTD

PHONE NO. : 6042320166

Sep. 22 1999 02:53PM P2

Sep 21 98 03:34p

John Fleming

518-228-3640

P.2

10/07/99

709 818 8788

09/21/99 02:58P P.002

ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, GOLDWALL TECHNOLOGIES LIMITED, a company having having a place of business at Wanchai, Hong Kong, said company hereinafter called "ASSIGNOR", hereby assigns, transfers and sets over to Polar Cargo System, Inc., a Delaware corporation having a place of business at 2240 Scripps Island Drive, San Diego, CA 92108 (hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to US Patent Number 5,430,057, granted November 5, 1992, titled "Integrated Temperature Controlled Container", and the entire right, title and interest in and to any and all continuation, continuation-in-part and divisional patent applications related thereto and to corresponding US or foreign patents or patent applications, 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. ASSIGNOR agrees without charge to ASSIGNEE but at ASSIGNEE'S expense (a) to execute all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining patents for said invention in any and all countries and for vesting title therein in ASSIGNEE, its successors, assigns or nominees; (b) to execute all papers in connection with any interference or other legal or quasi-legal proceedings relating to said patent or to any continuation, continuation-in-part, or divisional application thereof; (c) to execute 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; (d) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (e) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention, or to assert the validity of any patent granted for said invention, in any country of the world.

2. ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks 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 continuation, continuation-in-part or divisional application of said patent to the ASSIGNEE, its successors assigns or nominees.

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

FROM : 0000000000000000

PHONE NO. : 05291927470

Oct. 06 1999 05:43AM P15

FROM : POLAR CARGO RESEARCH LTD
SEP 21 99 02:10PM

PHONE NO. : 6042328166
JOHN FLEMING

SEP. 22 1999 02:54PM P3
619-426-0640 P.3

NOTES

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09/21/99 02:10PM P.008

4. ASSIGNOR consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or file document which may be required in any country for any purpose and more particularly in proof of the right of said ASSIGNEE, or its nominee, to obtain the benefit of each and every right, interest and title conveyed herein.

5. ASSIGNOR further consents that the provisions of this Assignment are to be governed by, and construed according to, the laws of the State of California.

Date:

Coldwell Technologies Limited

By

Clement Kwong Title

Director

JURAT