

08-15-2003

SDK-0014



To The Honorable Commissioner of Patents and Trademark

documents or copy thereof,  
party(ies):

1. Name of conveying party(ies):

102525439

Susan H. Clay February 5, 2002  
First Assignor Date of Execution

Forrest Kelly Clay  
1218 Linden Lane  
Worland, Wyoming 82401

Forrest Kelly Clay and  
Susan H. Clay, JTROS February 5, 2002  
Second Assignor Date of Execution

Third Assignor Date of Execution

Additional name(s) & address attached?  YES  NO

Fourth Assignor Date of Execution

3. Nature of Conveyance (check only one):

Fifth Assignor Date of Execution

- New Assignment
- License Agreement
- Change of Name
- Other: Cross-reference of Assignment filed in United States Application No. 09/618,194, recorded on May 31, 2002 at Reel No. 012937 and Frame No. 0186.
- Merger
- Security Agreement

Sixth Assignor Date of Execution

Additional name(s) of conveying party(ies) attached?  YES  NO

4. Identification of Application number(s), patent number(s) OR date of execution of application to which assignment refers:

Application Nos.:  
10/150,669

Patent Nos.:

Date application was signed by the first  
named executing inventor

10150669

(Fill-in this date only if assignment is filed  
together with a new application)

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

6. Total number of applications and patents involved: One (1)

Name: Joseph R. Condo, Esq.  
WOODCOCK WASHBURN LLP  
One Liberty Place - 46th Floor  
Philadelphia, Pennsylvania 19103-7301  
215-568-3100

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to Deposit Account Number  
23-3050

8. Please charge any deficiency or credit any overpayment to  
Deposit Account Number 23-3050

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.

Joseph R. Condo/42,431

August 8, 2003

Name of Person Signing/Reg. No.

Signature

Date

Total number of pages including cover sheet, assignment document and additional pages attached thereto: Six (6)

Mail documents to be recorded with required cover sheet information to:

Mail Stop Assignment Recordation Services  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

08/14/2003 LNUELLER 00000104 10150669

FC:8021

40.00 DP

## ASSIGNMENT

WHEREAS, Susan H. Clay, residing at 1218 Linden Lane, Worland, Wyoming, 82401, and Forrest Kelly Clay and Susan H. Clay JTROS, residing at 1218 Linden Lane, Worland, Wyoming, 82401, hereinafter collectively referred to as the ASSIGNORS, are the owners of certain inventions or improvements for which applications for Letters Patent have been made or for which Letters Patent have been issued, all of which are listed on Attachment A hereto (hereafter Patent Property), having received said Patent Property in distribution from SDK Company, Inc. on their shares of that corporation; and

WHEREAS, Forrest Kelly Clay, hereinafter referred to as the ASSIGNEE, residing at 1218 Linden Lane, Worland, Wyoming, 82401, is desirous of acquiring the entire right, title and interest in and to the said Patent Property in any and all countries;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Patent Property and to and under any and all additional Letters Patent which may be granted on or as a result thereof in the United States and any and all other countries, and any reissue or reissues or extension or extensions of said Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent, and the full right to sue for and recover all profits and damages recoverable for past infringement of the same, and assign to and authorize said ASSIGNEE to file applications for Letters Patent in all countries, to be held and enjoyed by said ASSIGNEE, his successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this assignment, sale and transfer not been made.

It is hereby covenanted that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed and will not execute any agreement in conflict herewith, and ASSIGNORS further covenant and agree that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Patent Property in said ASSIGNEE, his successors, assigns, nominee, or legal representatives, and ASSIGNORS agree to communicate to said ASSIGNEE or to his nominees all known facts respecting said Patent Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and divisional, continuing reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, his successors, assigns, nominees and legal representatives, and to obtain and enforce for his or their own benefit proper patent protection for said inventions and any improvements in any and all countries, all at the expense, however, of said ASSIGNEE, his successors, assigns, nominees or legal representatives.

AND ASSIGNORS hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Letters Patent for said Patent Property, including any and all Letters Patent of the United States which may be issued and granted on or as a result of any applications included in said Patent Property, in accordance with the terms of this assignment.

IN WITNESS WHEREOF, the undersigned being properly authorized to execute this Assignment, hereunto sets her hand and seal.

  
\_\_\_\_\_  
SUSAN H. CLAY

Date: February 5, 2002

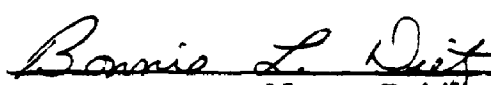
SATE OF WYOMING

SS

COUNTY OF WASHAKIE

This foregoing document has been subscribed and affirmed before me this 5th day of February, 2002 by Susan H. Clay. Accordingly, I affix my signature and official seal.



  
\_\_\_\_\_  
Notary Public

*Forrest Kelly Clay*

FORREST KELLY CLAY  
JOINT TENANT

*Susan H. Clay*

SUSAN H. CLAY  
JOINT TENANT

Date: February 5, 2002

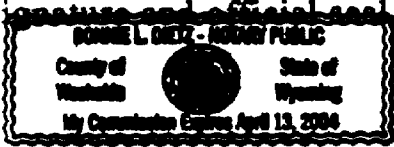
Date: February 5, 2002

SATE OF WYOMING

SS

COUNTY OF WASHAKIE

This foregoing document has been subscribed and affirmed before me this 5th day of February, 2002 by Susan H. Clay, joint tenant. Accordingly, I affix my signature and official seal.



*Bonnie L. Dietz*  
Notary Public

SATE OF WYOMING

SS

COUNTY OF WASHAKIE

This foregoing document has been subscribed and affirmed before me this 5th day of February, 2002 by Forrest Kelly Clay, joint tenant. Accordingly, I affix my signature and official seal.



*Bonnie L. Dietz*  
Notary Public

ATTACHMENT A

Docket No.	Serial/Patent No. Country	Filing/Issue Date	Title
SDK-0002	09/618,194 6,293,393 U.S.A.	7/18/00 9/25/01	Apparatus and Method for Packaging and Distributing Combinations of Foods and Beverages
SDK-0003	09/922,976 U.S.A.	8/6/01	Apparatus and Method for Packaging Combinations of Foods and Beverages
SDK-0009	PCT/US01/07092 PCT	3/7/01	Apparatus and Method for Packaging and Distributing Combinations of Foods and Beverages
SDK-0010	09/957,904 U.S.A.	9/21/01	Apparatus and Method for Packaging and Distributing Combinations of Complementary Items
SDK-0011	10/037,893 U.S.A.	10/23/01	Apparatus and Method for Packaging and Distributing Combinations of Complementary Containers

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