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To the Assistant Commissioner of Patents. P

15535 U.S. PTO  
29/190167



09/16/03

1. Name of conveying party(ies):  
James P. Cunha  
Dennis J. Cohlma  
James A. Steinbacher  
Joel Hockenbury

2. Name and address of receiving party(ies):  
Name: Kan-Pak, L.L.C.

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

Street Address: 1016 South Summit

3. Nature of Conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other:  
Execution Date: September 8, 2003

City: Arkansas City State: KS Zip: 67005

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

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: September 16, 2003

A. Patent Application No.(s)

B. Patent No.(s)

29/190167

Additional Numbers Attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Mark G. Kachigian  
Head, Johnson & Kachigian  
228 West 17<sup>th</sup> Place  
Tulsa, Oklahoma 74119  
(918) 587-2000

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$40  
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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.*

Mark G. Kachigian  
Mark G. Kachigian

September 16, 2003  
Date

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## ASSIGNMENT

WHEREAS, JAMES P. CUNHA, a citizen of the United States, residing at 17 R Texas Road, Westford, Massachusetts 01886; DENNIS J. COHLMIA, a citizen of the United States, residing at 158 North Roosevelt, Wichita, Kansas 67208; JAMES A. STEINBACHER, a citizen of the United States, residing at 24 Kimberly Lane, Watertown, Connecticut 06795 and JOEL HOCKENBURY, a citizen of the United States, residing at 400 North C Street, Arkansas City, Kansas 67005 (hereinafter called ASSIGNORS), have invented certain new and useful improvements in a BEVERAGE DISPENSER, which they are about to make application for Letters Patent of the United States, the said application having been executed on even day herewith;

WHEREAS, ASSIGNORS, the said inventors, are now the exclusive owners of said application, the invention described and claimed therein, and all rights in, to and under the same; and

WHEREAS, KAN-PAK, L.L.C., a limited liability company created and existing under the laws of the State of Delaware doing business at 1016 South Summit, Arkansas City, Kansas 67005 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention, application, and in, to and under any and all Letters Patent of the United States and in any and all foreign countries thereof;

NOW, THEREFORE, this indenture witnesseth that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS, the said inventors, have sold, assigned, transferred and set over and do hereby sell, assign, transfer and set over to the said ASSIGNEE, the said invention and application, and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor,

and any and all extensions, reissues or certificates of reexamination of said Letters Patent, including the right of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by the said ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the end of the term or terms for which said Letters Patent of the United States, territories and foreign countries are or may be granted, extended, reissued, or reexamined as fully and entirely as same would have been held and enjoyed by ASSIGNOR, if this assignment and sale had not been made.

AND, ASSIGNORS hereby authorize and request the Commissioner of Patents to issue any and all Letters Patent of the United States on said invention, or resulting from said application, and from any and all divisions and continuations, extensions, reissues or reexaminations thereof to the said ASSIGNEE, of the entire interest, and hereby covenants that they have full right to convey the entire interest therein assigned, and that they have not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNORS further hereby covenant and agree that they will, at any time, upon request, at the expense of said ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patent as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any divisional or continuation application, or to secure an extension, a reissue or certificate of reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for extension, reissue or request for reexamination and procuring thereof, and for the filing of such disclaimers, without further compensation, but at the



*Dennis J. Cohlmia*

DENNIS J. COHLMIA

STATE OF Kansas )  
 ) SS:  
COUNTY OF Cowley )

On this 8<sup>th</sup> day of September, 2003, before me personally appeared DENNIS J. COHLMIA, to me known to be the person described hereinabove who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the reasons and purpose therein set forth.

My Commission Expires:

5/23/2004

*Deambra J. Stevens*  
Notary Public

Seal



*James A. Steinbacher*  
JAMES A. STEINBACHER

STATE OF Kansas )  
 ) SS:  
COUNTY OF Cowley )

On this 8<sup>th</sup> day of September, 2003, before me personally appeared JAMES A. STEINBACHER, to me known to be the person described hereinabove who executed the foregoing Assignment, and who acknowledged to me that he executed the same for the reasons and purpose therein set forth.

My Commission Expires:

5/23/2004

*Deambra J. Stevens*  
Notary Public

Seal



