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

<p>1. Name of conveying party(ies): Logan Flash Mandel <i>12-2-03</i></p> <p>Additional name(s) of conveying party(ies) attached: NO</p>	<p>2. Name and address of receiving party(ies): Name: Rob Dobson and Ray Wharton</p> <p>Street Address: 221 West Dyer Road, Santa Ana, California 92707</p> <p>Additional name(s) & address(es) attached? NO</p>
<p>3. Name of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: October 28, 2003</p>	<p>15535 U.S. PTO 29/194801  120203</p>
<p>4. Application number(s) or patent number(s): <i>29194801</i></p> <p>If this document is being filed together with a new application, the execution date of the application is: October 30, 2003 and October 28, 2003, respectively</p> <p>A. Patent Application No.(s) B. Patent No.(s)</p> <p>Additional numbers attached? NO</p>	
<p>5. Please return the recorded document and address all correspondence to:</p> <p>CHRISTIE, PARKER & HALE, LLP P.O. Box 7068 Pasadena, CA 91109-7068 Attention: Daniel R. Kimbell</p>	<p>6. Total number of applications and patents involved 1</p> <p>7. <input checked="" type="checkbox"/> Total fee enclosed (37 CFR 3.41): \$ 40.00</p> <p>8. <input checked="" type="checkbox"/> Any deficiency or overpayment of fees should be charged or credited to Deposit Account No. 03-1728, except for payment of issue fees required under 37 CFR § 1.18. Please show our docket number with any credit or charge to our Deposit Account.</p>
<p>10. <input type="checkbox"/> Explanatory letter is enclosed.</p>	<p>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.</p> <p>Date: December 2, 2003</p> <p>By <i>Daniel R. Kimbell</i> Name: Daniel R. Kimbell 626/795-9900</p>
<p>12/10/2003 BYRNE 0000092 29194801 01 FC:0021 40.00 DP Express Mail No. EV 352374386 US</p> <p>Total number of pages including cover sheet, attachments, and document: 3</p>	

DRK/eaj

ASSIGNMENT OF DESIGN

WHEREAS, I, Logan Flash Mandel, residing at 12410 Derrbrook Lane, Los Angeles, California 90049, have invented an ornamental design, together with Rob Dobson and Ray Wharton, disclosed in an application for United States Letters Patent entitled WATER BOTTLE CAP, and executed by us on even date herewith;

AND WHEREAS ROB DOBSON AND RAY WHARTON, co-inventors, both having a place of business at 221 West Dyer Road, Santa Ana, California 92707 (hereafter, together with any successors, legal representatives or assigns thereof, called "ASSIGNEES") want to acquire the entire right, title and interest in and to said improvements and application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to me in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEES the entire right, title and interest in and to said design, and said application and all divisions and continuations thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said design in any foreign countries, and all patents (including all continuations, divisions, extensions, renewals, substitutes, and reissues thereof) granted for said design in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said design to ASSIGNEE in accordance with the terms of this Assignment;

AND WE HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEES any facts known to me respecting said design, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEES to obtain and enforce proper patent protection for said design in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 28 day of October, 2003.

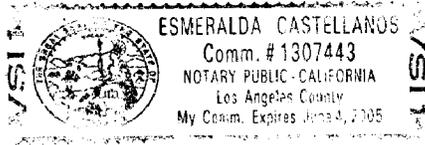


Logan Flash Mandel

STATE OF)
COUNTY OF)

On 10-28-03, before me ESMERALDA CASTELLANOS,
Notary Public, personally appeared **Logan Flash Mandel** personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity, and
that by his signature on the instrument the person, or the entity upon behalf of which the person
acted, executed the instrument.

WITNESS my hand and official seal.



Esmeralda Castellanos
Signature of Notary
EAJ PAS527596.1-* -09/22/03 2:04 PM