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U.S. DEPARTMENT OF COMMERCE
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To the Honorable Commission...

Attached original documents or copy thereof.

1. Name of conveying party(ies):

David B. Small
Scott D. Eckerman
Leslie E. Allen
Brian D. Farley

8-20-03

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

2. Name and address of receiving party(ies)

Name: Shoot the Moon Products II, LLC

Internal Address:

Street Address: 3825 Hopyard Road

Suite 106

City: Pleasanton State: CA Zip: 94588

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

1/23/02

Execution Date:

4. Application number(s) or patent number(s):

10468458

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

A. Patent Application No.(s)

B. Patent No.(s)

1/14/03;

1/17/03;

1/24/03;

1/14/03

Additional numbers attached? Yes No

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

Name: Marcus R. Mickney

Internal Address: Roylance, Abrams

Berdo & Goodman LLP

08/27/2003 GFREY1 00000106 10468458

03 FC:8021

40.00 00

Street Address: 1300 19th Street, N.W.

Suite 600

City: Washington State: DC Zip: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Tara L. Hoffman

Name of Person Signing

Tara L. Hoffman
Signature

Aug 19 2003
Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned:

**David B. Small; Scott D. Eckerman;
Leslie E. Allen; Brian D. Farley**

hercby sell, assign, and transfer to:

Shoot the Moon Products II, LLC

a California limited liability company having a principal place of business at 3825 Hopyard Road, Suite 106, Pleasanton, California 94588 ("Assignee"), and its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions and improvements which are disclosed in the provisional application for patent which was filed on January 3, 2002 and is entitled:

SLUSH BEVERAGE MAKER

and in and to said provisional application and all utility, divisional, continuing, substitute, renewal, reissue, and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions and improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and improvements; and in and to all rights of priority resulting from the filing of said United States application; and in and to all accrued causes of action for damages for infringement of all such original and reissued patents;

agree that said Assignee may apply for and receive Letters Patent for said inventions and improvements in its own name; and that, when requested, without charge to, but at the expense of, said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this Assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions and improvements; execute all rightful oaths, assignments powers of attorney and other papers; communicate to said Assignee, its successors, assigns, and representatives, all facts known to the undersigned relating to said inventions and improvements and the history thereof; and generally

do everything possible which said Assignee, its successors, assigns or representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and improvements and for vesting title to said inventions and improvements and all applications for patents and all patents on said inventions and improvements, in said Assignee, its successors, assigns and legal representatives; and

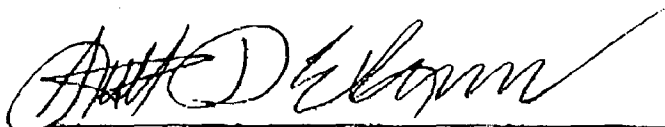
covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

Date: 1/23/02



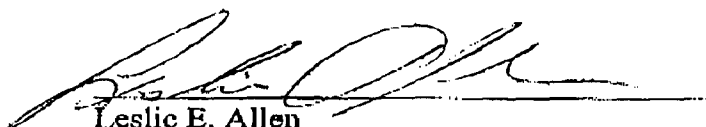
David B. Small

Date: 1/23/02



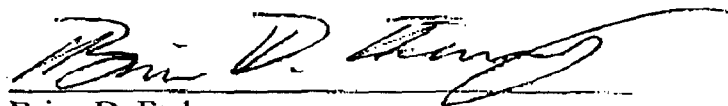
Scott D. Eckerman

Date: 1/23/02



Leslie E. Allen

Date: 23 JAN 2002



Brian D. Farley