

04-02-2004

To the Director, U.S. Patent and Trademark Office

Documents or copy thereof.



102710857

22151 U.S. PTO  
29/202178

032604

1. Name of conveying party(ies): (List using full name and numbers for multiple parties)

Dennis M. Clapp

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

3-26-04

Name: Spillow, Inc.

Internal Address:

Street Address: 11301 West Olympic Blvd.  
#609

City: West Los Angeles State: California

ZIP: 90064

3. Nature of conveyance:

(X) Assignment () Security Agreement

() Merger () Change of Name

() Other:

Execution Date: (List as in section 1 if multiple signatures)

March 16, 2004

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

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

(X) Application(s) filed herewith

Execution Date(s): March 16, 2004

Additional numbers attached?

() Yes (X) No

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

Name: Michael H. Trenholm

KNOBBE MARTENS OLSON &amp; BEAR LLP

2040 Main Street

Fourteenth Floor

Irvine, CA 92614

Customer No. 20,995

Return Fax: (949) 760-9502

Attorney's Docket No.: SPLW.001DA

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h)): \$40.00

(X) Enclosed

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

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.

Michael H. Trenholm

Name of Person Signing

Signature

Date

37,743

Registration No.

Total number of pages including cover sheet, attachments and document: 2

Documents transmitted via Mail to be recorded with required cover sheet information to:

03/30/2004 SFELEKE1 00000065 29202178

02 FC:8021

40.00 OP

Mail Stop Assignment Recordation Services

Director, U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

R:\DOCS\MHT\MHT-5553.DOC:lw  
032504

ASSIGNMENT

WHEREAS, I, Dennis M. Clapp, a United States of America citizen, residing at 253 Rees Street, Playa Del Rey, CA 92093, have invented certain new and useful improvements in a PILLOW for which I have executed an application for Letters Patent in the United States, on even date herewith;

AND WHEREAS, Spillow Inc. (hereinafter "ASSIGNEE"), a California Corporation, with its principal place of business at 11301 W. Olympic #609, West Los Angeles, CA 90064, desires to acquire the entire right, title, and interest in and to the said improvements and the said 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, the said inventor, do hereby acknowledge that I have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the said improvements, and the said application and all provisional applications relating thereto, and all divisions, renewals and continuations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent which may hereafter be filed for said improvements in any country or countries foreign to the United States, and all Letters Patent which may be granted for said improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents 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 all Letters Patent for said improvements to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 16 day of March, 2004

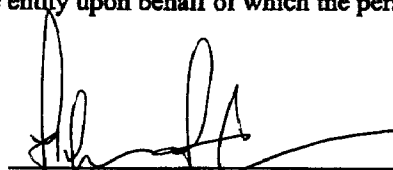
  
Dennis M. Clapp

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On 3-16-04, before me, TILAK A. THANARATNAM, personally appeared Dennis M. Clapp personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

  
Notary Signature

R:\DOCS\MHT\MHT-5477.DOC:lw  
030904

