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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

Mark Smith
George Roumpos
Gary Bussey
Tracy Bussey

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 8 June 2004, 26 May 2004

2. Name and address of receiving party(ies)

Name: PENDE, INC.

Internal Address: _____

Street Address: 4120 So. 500 West #2

City: Murray State: UT Zip: 84123

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

4. Application number(s) or registration number(s): 101843, 712

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)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Jason R. Jones

Internal Address: Thorpe North & Western, LLP

Street Address: P.O. Box 1219

City: Sandy State: Utah Zip: 84091-1219

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:

20-0100 (Deficiencies Only)

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

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9. 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.

Jason R. Jones

Name of Person Signing

Signature

26 July 2004
Date

Total number of pages including this cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Mail Stop Assignment Recordation Services
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 015624 FRAME: 0810

WHEN RECORDED RETURN TO:

Jason R. Jones
THORPE NORTH & WESTERN, LLP
P.O. BOX 1219
SANDY, UTAH 84091-1219

ATTORNEY DOCKET NO. 21932.NP

ASSIGNMENT

WHEREAS, we, Mark Smith (resident of Salt Lake City, Utah, whose postal mailing address is 3597 Wine Sap Road, Salt Lake City, Utah 84121), George Roumpos (resident of Murray, Utah, whose postal mailing address is 1246 West Sophia Circle, Murray, Utah 84123), Gary Bussey (resident of Boynton Beach, FL, whose postal mailing address is 8610 Windfall Drive, Boynton Beach, FL 33437), and Tracy Bussey (resident of Boynton Beach, FL, whose postal mailing address is 8610 Windfall Drive, Boynton Beach, FL 33437), (hereinafter "Assignors") have invented a certain new and useful improvement in a PET-ACTIVATED SIGNALING ASSEMBLY for which an application for United States Letters Patent was filed on May 12, 2004 as THORPE NORTH & WESTERN L.L.P. Docket No. 21932.NP, and given U.S. Patent Application Serial No. 10,843,712; and

WHEREAS, PENDE, INC., a corporation, organized and existing under the laws of the State of Utah, having a business address of 4120 So. 500 West #2, Murray, Utah 84123 (hereinafter "Assignee"), is desirous of acquiring the entire right, title, and interest in the same;

NOW, THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, we the said Assignors, hereby grant and assign unto the said Assignee, our entire right, title and interest in said invention and in all patent applications based thereon, including but not limited to the above identified United States Patent Application and in all divisions, continuations, and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and foreign countries; the right, power and authority to file and prosecute U.S. and foreign patent applications on said

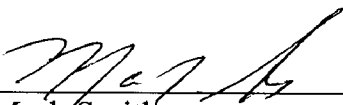
invention, and to do so in its own name wherever such right may be legally exercised, and including the right to claim the priority and benefits of the International Convention for such applications; and the right to bring actions for infringement of any right in said invention in its own name, including past infringement, in any jurisdiction.

We hereby authorize and request the United States Commissioner of Patents and Trademarks, and such Patent Office officials in foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all Letters Patent on said invention to the said Assignee as the owner of our entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by us had this assignment and sale not been made.

We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following: prompt execution of all original, divisional, substitution, reissue, and other United States and foreign patent applications on said invention, and all lawful documents as requested by the Assignee to further the prosecution of any of such patent applications; cooperation to the best of our ability including, but not limited to, the execution of all lawful documents, the production of evidence in any actions or proceedings concerning the invention, including, but not limited to, nullification, reissuing, extension, and infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

Executed this 8th day of June, 2004 at Salt Lake City.



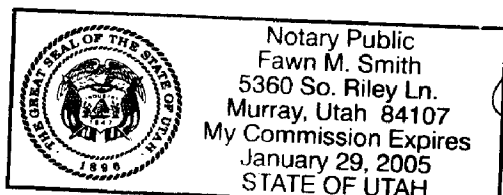
Mark Smith

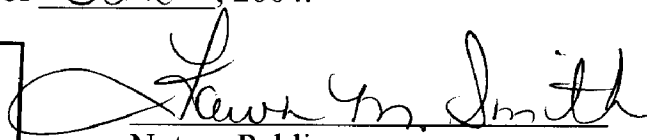
STATE OF UT)

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County of SLC)

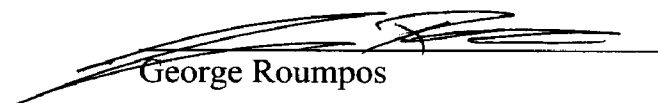
Before me personally appeared Mark Smith and acknowledged the foregoing instrument to be his free act and deed this 8th day of June, 2004.





Notary Public

Executed this 8th day of June, 2004 at Salt Lake City.



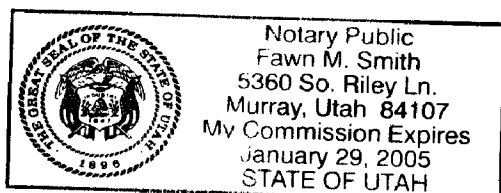
George Roumpos

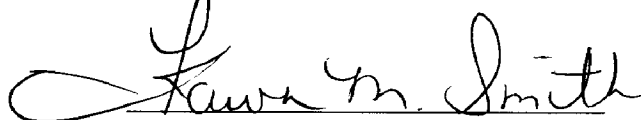
STATE OF UT)

: ss

County of SLC)

Before me personally appeared George Roumpos and acknowledged the foregoing instrument to be his free act and deed this 8th day of June, 2004.





Notary Public

Executed this 26 day of May, 2004 at West Palm Bch.

Gary S Bussey
Gary Bussey

STATE OF FL)

: SS

County of P. Bch)

Before me personally appeared Gary Bussey and acknowledged the foregoing instrument to be his free act and deed this 26th day of May, 2004.



Catherine S Hilliard
My Commission DD029228
Expires June 10, 2005

Catherine S. Hilliard
Notary Public

Executed this 26th day of May, 2004 at West Palm Bch.

Tracy S Bussey
Tracy Bussey

STATE OF FL)

: SS

County of P. Bch)

Before me personally appeared Tracy Bussey and acknowledged the foregoing instrument to be his free act and deed this 26th day of May, 2004.

Catherine S. Hilliard
Notary Public

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Catherine S Hilliard
My Commission DD029228
Expires June 10, 2005