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29/212118

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

## 1. Name of conveying party(ies):

Joe Namee (08/20/2004)

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

☐

Yes

☒

No

## 3. Nature of Conveyance:

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

Execution Date: August 20, 2004

## 2. Name and address of receiving party(ies)

Name: Namee Manufacturing and Development

Internal Address:

Street Address:

1490 East Whitestone  
Building 2, Suite 280

City: Cedar Park

State: TX

Zip: 78613

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 new application is: August 20, 2004

## A. Patent Application No.(s):

This application

## B. Patent No.(s):

Additional numbers attached?

☐

Yes

☒

No

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

Name: William D. Wiese  
JENKENS & GILCHRIST, A PROFESSIONAL  
CORPORATION

Internal Address: Atty. Dkt.: 65884-700USPD

Street Address:

1445 Ross Avenue, Suite 3200

City:

Dallas

State:

TX

Zip:

75202

## 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

☐

Authorized to be charged to credit card

(Form 2038 enclosed)

## 8. Deposit account number:

10-0447

(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.*

William D. Wiese

Name of Person Signing

Signature

August 26, 2004

Date

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

4

I hereby certify that this correspondence is being deposited with the U.S. Postal Service as Express Mail, Airbill No. EV395975670US, in an envelope addressed to: MS Assignment Recordation Services, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: August 26, 2004

Signature:

(Annie C. Zohlen)

09/03/2004 09:01:00

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PATENT  
REEL: 015749 FRAME: 0962

## ASSIGNMENT BY INVENTORS

**THIS ASSIGNMENT**, made by Joe Namee (hereinafter referred to as Assignor),  
residing at 3720 Galena Hills Loop, Round Rock Texas 78681, respectively;

**WHEREAS**, Assignors have invented certain new and useful improvements in  
SHAKER CUP, set forth in a Patent application for Letters Patent of the United States, filed  
concurrently herewith; and

**WHEREAS**, Namee Manufacturing and Development, an entity organized under and  
pursuant to the laws of Texas having its principal place of business at 1490 East Whitestone,  
Building 2, Suite 280, Cedar Park, Texas 78613 (hereinafter referred to as Assignee), is  
desirous of acquiring the entire right, title and interest in and to said inventions and said  
Application for Letters Patent of the United States, and in and to any Letters Patent of the  
United States to be obtained therefore and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and  
sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold,  
assigned, transferred and set over, and by these presents do sell, assign, transfer and set over,  
unto Assignee, its successors, legal representatives and assigns, the entire right, title and  
interest in and to the above-mentioned inventions and application for Letters Patent, and in and  
to any and all direct and indirect divisions, continuations and continuations-in-part of said  
application, and any and all Letters Patent in the United States and all foreign countries which  
may be granted therefore and thereon, and reissues, reexaminations and extensions of said  
Letters Patent, and all rights under the International Convention for the Protection of Industrial  
Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use  
and benefit of its successors, legal representatives and assigns, to the full end of the term or  
terms for which Letters Patent may be granted and/or extended, as fully and entirely as the  
same would have been held and enjoyed by Assignors, had this sale and assignment not been  
made.

**AND** for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

**AND** Assignors hereby request the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignors hereby grant the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

**JENKENS & GILCHRIST, A PROFESSIONAL CORPORATION**

**All practitioners at Customer Number 23932**

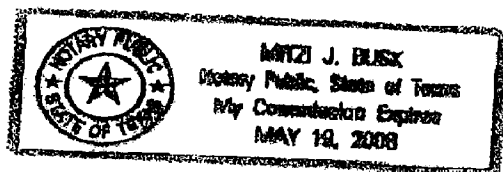
AND Assignors acknowledge an obligation of assignment of this invention to Assignee  
at the time the invention was made.


  
Joe Namee

Date: 8/20/04

United States of America )  
State of Texas )  
County of Travis )

On this 20th day of August, 2004, before me  
personally came Joe Namee, to me known to be the individual  
described in and who executed the foregoing instrument, and acknowledged execution  
of the same.



  
Notary Public

AUSTIN 387457v1 65884-00001

RECORDED: 08/26/2004

PATENT  
REEL: 015749 FRAME: 0965