

PATENT ASSIGNMENT

Electronic Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Mr. Ben K. Toy | 05/06/2005 |
| RECEIVING PARTY DATA | |
| Name: | Isothermal Systems Research, Inc. |
| Street Address: | 2218 N. Molter Road |
| City: | Liberty Lake |
| State/Country: | WASHINGTON |
| Postal Code: | 99019 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11046657 |
| CORRESPONDENCE DATA | |
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| NAME OF SUBMITTER: | Michael S. Neustel |
| Total Attachments: 2 source=ISOT-041ASSIGNMENT#page1.tif source=ISOT-041ASSIGNMENT#page2.tif | |

OP \$40.00 11046657

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PATENT
REEL: 015997 FRAME: 0728

ASSIGNMENT AGREEMENT

WHEREAS, I, **Ben K. Toy**, a citizen of the United States (hereinafter "Assignor"), have invented a certain new and useful invention entitled **Diamond Foam Spray Cooling System** (hereinafter "Invention") as described in the patent application entitled Diamond Foam Spray Cooling System and filed with the United States Patent & Trademark Office on January 28, 2005, as a continuation of provisional patent application Serial No. 60/540,921, filed January 30, 2004; and

WHEREAS, **Isothermal Systems Research, Inc.**, a corporation organized in the State of Washington, having a place of business at 511 Third Street, Clarkston, Washington 99403 (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Invention and all Letters Patent of the United States and Letters Patent in any and all foreign countries which may be obtained therefore;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto said Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to said Invention, as described in United States patent application about to be filed in the United States Patent and Trademark Office on January 28, 2005 and given Serial No. 11/046,657, and entitled **Diamond Foam Spray Cooling System**, and in and to all patents of the United States and in any and all foreign countries which may be issued for said Invention, and in and to all patent applications, continuations, continuations-in-part, divisionals, reexaminations and reissues of said Invention as described in the above-mentioned application in the United States and in any and all foreign countries, as fully and completely as the same would have been held by me had this Assignment and sale not been made, together with all claims for damages by reason of past infringement with the right to sue for and collect the same and obtain all other possible remedies for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. The said entire right title and interest shall vest irrevocably in said Assignee.

I further agree upon request, without additional compensation but at no expense to myself, to execute or assent to foreign applications, and to execute all other legal documents as may be necessary or desirable to vest the enjoyment of the said entire right, title and interest hereby transferred in Assignee, its legal representatives, successors and assigns, or as the Assignee may direct. I specifically agree to, but without limitation, the following when requested by Assignee:

- (a) I will communicate to Assignee all facts known to me respecting said Invention;
- (b) I will, as and when requested by Assignee, execute all lawful papers which Assignee may deem advisable for carrying out the true purposes and intent hereof, including all lawful oaths and affidavits, one or more written confirmations of this Agreement, all applications for Letters Patent in foreign countries and all divisional, continuation, reissue and substitute applications for Letters Patent for said Invention; and
- (c) I will testify in any legal proceedings, which involve said Invention or any Letters Patent granted therefore.

The Attorney of Record is hereby authorized to insert the Serial Number and filing date in any above blank spaces when received from the U.S. Patent and Trademark Office. I hereby authorize and

request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said Invention to the said Assignee, its legal representatives, successors and assigns, as the sole owner of the entire right, title and interest in and to said patents and inventions covered thereby. I acknowledge and agree that the obligations recited herein are binding upon me and my heirs, executors, administrators and assigns forever.

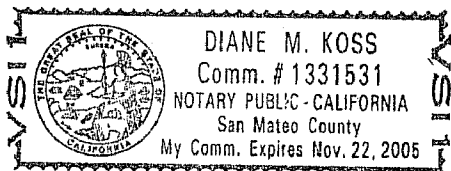
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date appearing beside my name.

Ben K. Toy
Ben K. Toy

2005 MAY 06
Date

STATE OF CALIF
COUNTY OF SAN MATEO

On this 6th day of May, 2005, before me, a notary public within and for said County and State, personally appeared **Ben K. Toy**, to me known to be the person described in and who executed the foregoing instrument.



Diane M. Koss
Notary Public
My Commission Expires: Nov. 22, 2005