

12-27-2004

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
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12.13.04

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

## 1. Name of conveying party(ies)/Execution Date(s):

Merle D. Medcalf

Execution Date(s) 12/13/2004

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Excell Products, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2500 Enterprise Blvd.,

City: Choctaw

State: Oklahoma

Country: US Zip: 73020

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

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

☒ This document is being filed together with a new application.

A. Patent Application No.(s)

Attorney Docket No.: 2293.005

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Dunlap, Coddling &amp; Rogers, P.C.

Internal Address: \_\_\_\_\_

Street Address: P. O. Box 16370

City: Oklahoma City

State: OK Zip: 73113

Phone Number: 405-607-8600

Fax Number: 405-607-8686

Email Address: mike\_burdick@okpatents.com

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 1.21(h) &amp; 3.41) \$ 40

- ☒ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

## 8. Payment Information

a. Credit Card Last 4 Numbers 2076  
Expiration Date 5/05

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

## 9. Signature:

*Glen M. Burdick*

Signature

12/13/2004

Date

Glen M. Burdick

Name of Person Signing

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

38

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

12/16/2004 SDENB081 00000005 11010888

40.00 DP

04 FC:8021

PATENT  
REEL: 016092 FRAME: 0334

## **ASSIGNMENT**

WHEREAS: Merle D. Medcalf, an individual residing at 19302 Northeast 10<sup>th</sup> Street, Harrah, Oklahoma 73045, (hereinafter referred to as ASSIGNOR), has invented and owns a certain invention entitled: A MODULAR STORAGE AND DISPENSING ASSEMBLY for which a Patent Application is being filed herewith;

WHEREAS: Michael D. Medcalf, an individual residing at 19304 Northeast 10<sup>th</sup> Street, Harrah, Oklahoma 73045, (hereinafter referred to as ASSIGNOR), has invented and owns a certain invention entitled: A MODULAR STORAGE AND DISPENSING ASSEMBLY for which a Patent Application is being filed herewith;

WHEREAS: Excell Products, Inc., an Oklahoma corporation having a principal place of business at 2500 Enterprise Blvd, Choctaw, Oklahoma 73020 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

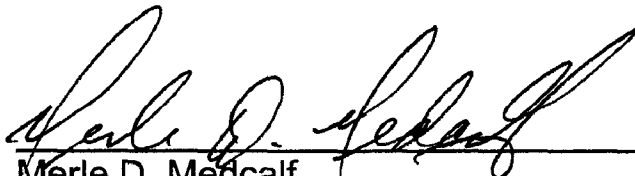
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

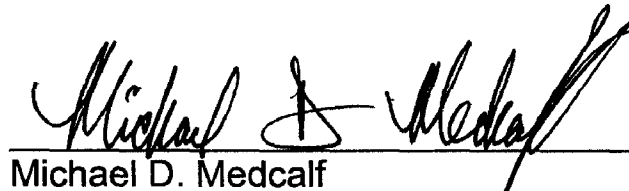
ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to

ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, we have hereunto set hand and seal this 13 day of December, 2004.

  
\_\_\_\_\_  
Merle D. Medcalf

  
\_\_\_\_\_  
Michael D. Medcalf