

Form **PTO-1595** 

(Rev. 10/02)

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AR&E Docket No. 18941/133 U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102921322 OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ▼ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Name: Central Purchasing, LLC Sandy Ochoa Internal Address: Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: ✓ Assignment Merger Street Address: 3491 Mission Oaks Boulevard Security Agreement Change of Name Other City: Camarillo State: CA Zip: 93011 Execution Date: 11/30/04 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 application is:\_\_\_\_\_ B. Patent No.(s) 6,164,895 A. Patent Application No.(s) Additional numbers attached? Yes No 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: 1 concerning document should be mailed: 7. Total fee (37 CFR 3.41).....\$ 40.00 Michael Kenney Name: ✓ Enclosed Internal Address:\_\_\_ Authorized to be charged to deposit account -Amster Rothstein & Ebenstein LLP if necessary 8. Deposit account number: Street Address: 90 Park Avenue 01-1785 City: New York State: NY Zip: 10016 DO NOT USE THIS SPACE 9. Signature. Michael Kenney -- Reg. No. 42,718 January 10, 2004 Name of Person Signing Date

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

Mail decuments to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments 40.00 DP Washington, D.C. 20231

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## PATENT ASSIGNMENT

THIS ASSIGNMENT is effective this 29th day of November, 2004

("Effective Date"), from Sandy Ochoa, an individual residing at 2609 North White Sands

Blvd., Alamogordo, New Mexico 88310 ("Assignor"), to Central Purchasing, LLC, a

California limited liability company with offices located at 3491 Mission Oaks

Boulevard, Camarillo, California 93011 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to United States Patent No. 6,164,895 (the "895 Patent");

WHEREAS Assignee wishes to acquire from Assignor and Assignor wishes to assign to Assignee the entirety of Assignee's right, title and interest in and to the '895 Patent.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in and to the '895 Patent, any reissue or re-examination thereof, all income, royalties, damages and payments now or hereafter due or payable in respect to the '895 Patent, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the '895 Patent, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

Assignee authorizes and requests the Commissioner for Patents of the United States, and any official of any country or countries foreign to the United States,

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whose duty it is to issue Patents, to issue the same to the said Assignee, its successors and assigns, in accordance with the terms of this assignment.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of the '895 Patent, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor also shall, without further consideration, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the '895 Patent in the Assignee:

IN WITNESS WHEREOF, this Assignment has been executed as of the date first written above.

"ASSIGNOR"

Name: SANOV OCHOA

STATE OF NEW MEXICO COUNTY OF OTERO

The foregoing instrument was acknowledged before me this 30th day of November by Sandy Ochoa.

My Commission Expires

AGREED TO BY:

Central Purchasing, LLC

Name: Ren Kirk

Name: Ben Kirk

Title: Vice President Merchandising

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**RECORDED: 01/10/2005** 

PATENT REEL: 016145 FRAME: 0188