

Docket No.: 15709.6.7

FORM PTO-1595 (Modified) (Rev. 6-03)
 OMB No. 0651-0011 (exp 4/04)
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 P08/REV02

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Vincent J. Memmott **May 9, 2005**
John D. Hillam **May 9, 2005**
Gary I. Shellabarger **May 9, 2005**

Additional names(s) of conveying party(ies) Yes No

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

Name: **FLYING J, INC.**

Internal Address: _____

Street Address: **1104 Country Hills Drive, 7th Floor**

City: **Ogden** State: **UT** ZIP: **84403**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **May 9, 2005**

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

11/061,864

Additional numbers attached? Yes No

B. Patent No.(s)

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

Name: **David B. Dellenbach**

Internal Address: _____

Street Address: **Customer No. 022913**

City: _____ State: _____ ZIP: _____

6. Total number of applications and patents involved: **1**

7. Total fee (37 CFR 3.41):.....\$ **40.00**

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account


8. Deposit account number:

23-3178

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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.

David B. Dellenbach  **May 13, 2005**

Name of Person Signing Signature Date

700179551 Total number of pages including cover sheet, attachments, and documents **REF ID: A616248** **FRAME: 0535**

OP \$40.00 11061864

WHEN RECORDED RETURN TO:
Workman Nydegger
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111

PATENT APPLICATION
Docket No: 15709.6.7

ASSIGNMENT

WHEREAS VINCENT J. MEMMOTT, JOHN D. HILLAM and GARY I. SHELLABARGER, of 82 West 1400 North, Centerville, Utah 84014, 585 West 2600 South, Perry, Utah 84302 and 98 North Poplar, Brigham City, Utah 84302, respectively ("Assignors"), are listed as inventors in the Patent Application entitled COLLECTING AND COMMUNICATING TEMPERATURE AND VOLUME DATA DIRECTLY FROM A DISPENSER, identified as File No. 15709.6.7 of the law firm of Workman Nydegger, 1000 Eagle Gate Tower, 60 East South Temple, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Serial No. 11/061,864 on February 18, 2005; and

WHEREAS, FLYING J, INC., a corporation of the State of Utah, having a principal place of business at 1104 Country Hills Drive, 7th Floor, Ogden, Utah 84403 ("Assignee") desires to purchase and acquire the entire right, title, and interest in and to said Patent Application and the inventions and improvements disclosed therein;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby assign, grant, transfer and convey to the Assignee, its successors and assigns:

all right, title, and interest in and to said Patent Application and all inventions and improvements therein disclosed, and all divisionals, continuations, continuations-in-part, and nonprovisional applications of or claiming priority to said Patent Application, and all other applications filed in the United States or countries foreign to the United States that correspond or claim priority to said Patent Application, and all United States and foreign Patents issuing on

said inventions or improvements or issuing from, corresponding to, or claiming priority to said Patent Application, and any reissues, reexaminations, or extensions of said Patents;

the right to file and prosecute foreign patent applications on said inventions and improvements disclosed in said Patent Applications in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications; and

the right to sue for past, present, and/or future infringement of said Patents and to collect damages therefor.

The Assignors 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 patents on said inventions and improvements disclosed in said Patent Application to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

The Assignors hereby further agree, without further consideration and without expense to Assignors to sign all lawful papers and to perform all other lawful acts which the Assignee may reasonably request of the Assignors to make this Assignment fully effective, including, by way of example but not of limitation, the following:

prompt performance of all other acts and execution of all additional documents reasonably requested by the Assignee or its successors or assigns to further the prosecution, maintenance, enforcement, or recordation of said Patent Application, and the inventions and improvements therein disclosed, including, without limitation, the execution and delivery of all original, divisional, continuation, substitute, reissue and other patent applications on said inventions and improvements therein disclosed that may be required in the United States or any foreign country; and

cooperation to the best of our ability in the execution of all lawful documents, the production of evidence, and in any nullification, reissue, extension, or infringement proceedings involving said inventions and improvements.

In Testimony Whereof, VINCENT J. MEMMOTT, JOHN D. HILLAM and GARY I. SHELLABARGER have each caused their hand to be subscribed hereto:

EXECUTED THIS 9th day of May, 2005.

Vincent J. Memmott
VINCENT J. MEMMOTT

STATE OF UTAH)
) : ss.
COUNTY OF ~~DAVIS~~ ^{WEBER})

On May 9, 2005, before me personally appeared VINCENT J. MEMMOTT, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.



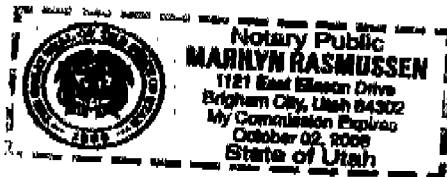
Marilyn Rasmussen
Notary Public

EXECUTED THIS 9th day of May, 2005.

John D. Hillam
JOHN D. HILLAM

STATE OF UTAH)
) : ss.
COUNTY OF WEBER)

On May 9, 2005, before me personally appeared JOHN D. HILLAM, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.



Marilyn Rasmussen
Notary Public

EXECUTED THIS 9th day of May, 2005.

Gary I. Shellabarger
GARY I. SHELLABARGER

STATE OF UTAH)
) WEBER : ss.
COUNTY OF BOX ELDER)

On May 9th, 2005, before me personally appeared GARY I. SHELLABARGER, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

Marilyn Rasmussen
Notary Public



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