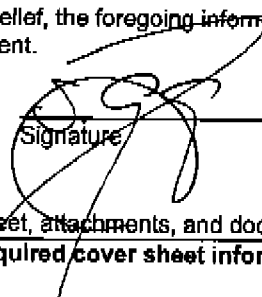


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FORM PTO 1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	RECORDATION COVER SHEET PATENTS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name(s) of conveying party(ies): Aaron Damian Macan and Harold A. Luetngen Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: Water Plk, Inc. Internal Address: Street Address: 1730 East Prospect Road City: Fort Collins State: CO ZIP: 80553-0001 Country: U.S.A. Additional name(s) & address(es) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 06/30/2005; 06/27/2005		
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:		
A. Patent Application No.(s) 11/151,947		B. Patent No.(s)
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: S. Craig Hemenway Internal Address: DORSEY & WHITNEY LLP Street Address: Republic Plaza Building, Suite 4700 370 Seventeenth Street City: Denver State: CO ZIP: 80202		6. Total Number of applications and patents involved: 1 7. Total fee (37 CFR 3.41)... 1 x \$40. \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account number: 04-1415 (Attach duplicate copy of this page if paying by deposit account)
DO NOT USE THIS SPACE		
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. <div style="display: flex; justify-content: space-between;"> <div> S. Craig Hemenway  Signature </div> <div> 12 September 2005 Date </div> </div>		
Total number of pages including cover sheet, attachments, and document: 5		
Mail documents to be recorded with required cover sheet information to: <div style="text-align: center;"> Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450 </div>		

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 PATENT
 REEL: 016770 FRAME: 0136

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ASSIGNMENT

WHEREAS, we, Aaron Damian Macan, residing at 3436 Widefield Court, Loveland, Colorado 80538, and Harold A. Luetngen, residing at 735 Ponderosa Drive, Windsor, Colorado 80550 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Articulating Shower Arm," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/151,947, filed on June 14, 2005 (the "Utility Application") with attorney docket no. 34377/US/3; and

WHEREAS, Water Pik, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1730 East Prospect Road, Fort Collins, CO 80553-0001 (the "Assignee"), by an earlier Assignment recorded on September 20, 2004 at reel 015148, frame 0645, owns all right, title and interest in and to the U.S. Provisional Application No. 60/579,436, filed June 14, 2004 and entitled "Articulating Shower Arm" and by an earlier Assignment recorded on October 21, 2004 at reel 015276, frame 0346, owns all right, title and interest in and to the U.S. Provisional Application No. 60/598,706, filed August 3, 2004 and entitled "Articulating Shower Arm" and ;

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application not already transferred to Water Pik, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

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UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

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IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 6/30/05By: Aaron Damian Macan
Aaron Damian MacanSTATE OF Colorado)
COUNTY OF Boulder) ss.

On this 30th day of June, 2005, before me a Notary Public in and for said county, personally appeared Aaron Damian Macan who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)

Susan E. Smith
Notary PublicMy commission expires: 11-14-05

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 6/27/05By: Harold A. Luetngen
Harold A. LuetngenSTATE OF Colorado)
COUNTY OF Larimer) ss.

On this 27th day of June, 2005, before me a Notary Public in and for said county, personally appeared Harold A. Luetngen who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L) SHIRLEY M. MEYERS
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/22/2008

Shirley M. Meyers
Notary PublicMy commission expires: 8/22/2008

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ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

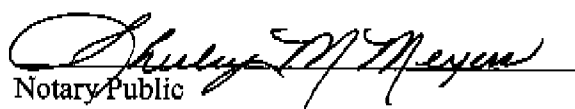
IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Water Pik, Inc.

Date: 6/27, 2005By: Name: KEN HAIRTitle: V. P. N. P. ENGINEERINGSTATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

On this 27th day of JUNE, 2005, before me a Notary Public in and for said county, personally appeared KENNETH HAIR, the above-mentioned representative of the Assignee, Water Pik, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

SHIRLEY M. MEYERS
(S E A L) NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 08/22/2008


Notary Public

My commission expires: 8/22/2008