

11/8/05
11-16-2005

REC



File No. DKE9783

103120296

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)

Michael B. McDermott, Michael W. McGaha, and Albert D. Smith

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

2. Name and address of receiving party(ies)

Name: _____

Internal Address: Duke Manufacturing Co.

Street Address: 2305 N. Broadway

City: St. Louis

State: Missouri

Country: United States Zip: 63102

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

3. Nature of conveyance/Execution Date(s):

November 2, 2, 2, 2005

Execution Date(s) _____

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other _____

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s) _____

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Andrew N. Claerbout, Reg. No. 50,202

Internal Address: Senniger Powers

Street Address: One Metropolitan Square
16th Floor

City: St. Louis

State: Missouri Zip: 63102

Phone Number: 314-231-5400

Fax Number: 314-231-4342

Email Address: uspatents@senniger.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- 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 _____
Expiration Date _____

b. Deposit Account Number 19-1345

Authorized User Name Senniger, Powers, Leavitt

9. Signature:

Andrew N. Claerbout

Signature

11/8/05

Date

Andrew N. Claerbout
Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

11/15/2005 ECOOPER 00000131 29242240

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(40.00 DP)

PATENT
REEL: 017217 FRAME: 0361

ASSIGNMENT

WHEREAS, We Michael B. McDermott of Sedalia, Missouri, Michael W. McGaha of Sedalia, Missouri, and Albert D. Smith of Sedalia, Missouri have invented an improvement in BREATH GUARD (File DKE 9783) and have executed an application for a United States patent based thereon simultaneously herewith;

AND, WHEREAS, Duke Manufacturing Co. of St. Louis, Missouri, a corporation of the State of Missouri (hereinafter referred to as "ASSIGNEE") is desirous of acquiring certain rights thereunder;

NOW, THEREFORE, for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, we have agreed to and do hereby sell, assign and transfer unto said ASSIGNEE the entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

TO BE HELD AND ENJOYED by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by us had no sale and assignment of said interest been made;

AND We hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

AND We hereby jointly and severally agree for ourselves and for our respective heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

AND We hereby jointly and severally covenant for ourselves and our respective legal representatives that we have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed our right, title and interest in said invention had not been otherwise encumbered, and that we have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, we have hereunto set our hands.

11-2-05

Date

Michael W. McGaha

Michael W. McGaha

STATE OF Missouri)
)
COUNTY OF PETTIS)

On this 2nd day of ^{November}~~October~~, 2005, before me, a Notary Public, personally appeared Michael W. McGaha to me known to be the person described, in and who executed, the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal and the date and year last above written.

Janice F. Siron

Notary Public

My Commission Expires:

JANICE F. SIRON
Notary Public - Notary Seal
STATE OF MISSOURI
Pettis County
My Commission Expires: Oct. 14, 2007

