


Docket No. 187080/US

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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): Trent Turner Packham, Francis J. Lombardi, Leonard L. Hofheins, Gregg D. Niven, Robert J. Elshof, Raymond L. Townsend and Richard W. Calrns 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: Value Plastics, Inc. Internal Address: Street Address: 3325 Timberline Road City: Fort Collins State: CO ZIP: 80525 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: 02/16/2006; 02/16/2006; 02/21/2006; 02/21/2006; 02/16/2006; 02/16/2006; 02/16/2006 | | |
| 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) 11/336,587 | | 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. Wade Johnson 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. S. Wade Johnson  Signature <u>3-28-06</u> Date | | |
| Total number of pages including cover sheet, attachments, and document: 7 | | |
| Mail documents to be recorded with required cover sheet information to: Mail Stop Assignment Recordation Services Director of the US Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450 | | |

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PATENT
REEL: 017395 FRAME: 0157

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ASSIGNMENT

WHEREAS, we, Trent Turner Packham, residing at 931 Benson Lane, Fort Collins, Colorado 80525, Francis J. Lombardi, residing at 1118 City Park Ave., #125, Fort Collins, Colorado 80521, Leonard L. Hofheins, residing at 1137 North, 1450 East, Provo, Utah 84604, Gregg D. Niven, residing at 1265 West, 200 North, Kaysville, Utah 84037, Robert J. Elshof, residing at 4332 Seneca Street, Fort Collins, Colorado 80526, Raymond L. Townsend, residing at 1104 North Fourth Street, Johnstown, Colorado 80534 and Richard W. Cairns, residing at 1842 Sundance Drive, Longmont, Colorado 80501 (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 "Fluid Conduit Coupling Assembly Having Male and Female Couplers with Integral Valves," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/336,587, filed on January 20, 2006 (the "Utility Application") with attorney docket no. 187080/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and 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");

WHEREAS, Value Plastics, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 3325 Timberline Road, Fort Collins, Colorado 80525 (the "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;

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

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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.

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

Date: 02/16/06

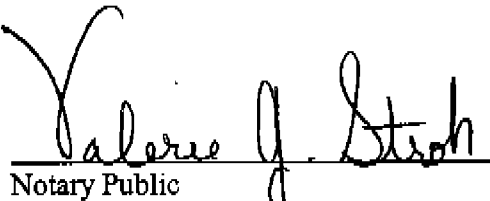
By: 
Trent Turner Packham

STATE OF Colorado)
COUNTY OF Larimer) ss.

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Trent Turner Packham 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.

VALERIE J. STROH
(NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08

My commission expires: 8-24-08


Notary Public

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

Date: 02-16-06

By: [Signature]
Francis J. Lombardi

STATE OF Colorado)
) ss.
COUNTY OF Larimer)

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Francis J. Lombardi 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.

VALERIE J. STROH
(SEAL)
NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08

[Signature]
Notary Public

My commission expires: 8-24-08

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

Date: Feb. 21. 2006

By: [Signature]
Leonard L. Hofheins

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

On this 21 day of February, 2006, before me a Notary Public in and for said county, personally appeared Leonard L. Hofheins 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.

(SEAL)

NOTARY PUBLIC
BETTY HARRIS
4920 S STATE
MURRAY, UT 84107
My Commission Expires Feb. 21, 2009

[Signature]
Notary Public

My commission expires: Feb. 21-2009

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

Date: Feb. 21-2006By: Gregg D. Niven

Gregg D. Niven

STATE OF UtahCOUNTY OF SALT LAKE ss.

On this 21 day of February, 2006, before me a Notary Public in and for said county, personally appeared Gregg D. Niven 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)



NOTARY PUBLIC
BETTY HARRIS
4920 S STATE
MURRAY, UT 84157
My Commission Expires Feb 21, 2009
State of Utah

Notary Public

My commission expires: Feb 21-2009

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

Date: 2-16-06By: Robert J. Elshof

Robert J. Elshof

STATE OF ColoradoCOUNTY OF Larimer ss.

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Robert J. Elshof 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.

VALERIE J. STROH
(S E A L)
NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08

Notary Public

My commission expires: 8-24-08

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

Date: 02/16/06By: Raymond L. Townsend
Raymond L. TownsendSTATE OF Colorado)
COUNTY OF Larimer) ss.

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Raymond L. Townsend 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.

VALERIE J. STROH
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08

Valerie J. Stroh
Notary Public

My commission expires: 8-24-08

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

Date: 2/16/2006By: Richard W. Cairns
Richard W. CairnsSTATE OF Colorado)
COUNTY OF Larimer) ss.

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Richard W. Cairns 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.

VALERIE J. STROH
(SEAL) NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08

Valerie J. Stroh
Notary Public

My commission expires: 8-24-08

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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.

Value Plastics, Inc.

Date: 2 - 16, 2006By: Name: Bruce WilliamsTitle: CEO

STATE OF Colorado)
COUNTY OF Larimer) ss.

On this 16th day of February, 2006, before me a Notary Public in and for said county, personally appeared Bruce Williams, the above-mentioned representative of the Assignee, Value Plastics, 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.

VALERIE J. STROH
(SEAL)
NOTARY PUBLIC
STATE OF COLORADO
MY COMM. EXP. 08-24-08


Notary Public

My commission expires: 8-24-08