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PATENTS ONLY

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

12/4/06

APPLICANT(S) : Alan K. CHAN

FOR : **MARKING MATERIAL CARTRIDGE WITH AUTOMATIC HIGH YIELD FUNCTION INDEPENDENT OF HOST PRINTING DEVICE**

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ASSIGNMENT RECORDATION FORM COVER SHEET

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1. Name of Conveying Party(ies): **Alan K. Chan** Execution Date(s): **December 1, 2006**

2. Name and address of Receiving Party(ies):

**Nu-kote International, Inc.
200 Beasley Drive
Franklin, TN 37064
US**

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3. Nature of conveyance:
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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)

5. Address to whom correspondence concerning document should be mailed:

CUSTOMER NUMBER 027885
Fay, Sharpe, Fagan, Minnich & McKee, LLP
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6. Total number of applications and patents involved: 1

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

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8. 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.
9. Total number of pages including cover sheet, attachments, and documents enclosed: 5.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

Michael E. Hudzinski

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Date

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Signature:

Barbara Brazier

Date: December 4, 2006

Name: Barbara Brazier

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Alan K. Chan** of 02 Wheatstone Circle, Fairport, NY 14450 ("Inventor(s)") who has/have created a certain invention for which a U.S. Patent Application has been

executed concurrently herewith
 executed on _____
 filed _____, and assigned Application Serial No. _____

and is entitled

**MARKING MATERIAL CARTRIDGE WITH AUTOMATIC HIGH YIELD FUNCTION
 INDEPENDENT OF HOST PRINTING DEVICE**

hereby sell, assign and transfer to **Nu-kote International, Inc.**, ("Assignee"), a corporation of the State of Delaware, having a place of business at **200 Beasley Drive, Franklin, TN 37064**, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including any provisional application(s) from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventor(s) if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts

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known to Inventor(s) respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventor(s) or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at the City of Rochester State of New York
on this 1 day of December, 2006.

Alan K. Chan
Alan K. Chan

State of New York)
County of Monroe)ss:
)

On this 1 day of December, 2006 before me personally came Alan K. Chan, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.

Megan L. Macpherson
Notary Public

Seal

