

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Susan Matsumoto	03/31/2007
Melvin Kennedy	03/21/2007
Richard C. Levy	03/22/2007
RECEIVING PARTY DATA	
Name:	Aspen Pet Products, Inc.
Street Address:	4735 North Florence Street
City:	Denver
State/Country:	COLORADO
Postal Code:	80238
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11681307
CORRESPONDENCE DATA	
Fax Number:	(303)629-3450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	303-629-3400
Email:	ferguson.elissa@dorsey.com
Correspondent Name:	S. Craig Hemenway / Dorsey & Whitney LLP
Address Line 1:	370 Seventeenth Street
Address Line 2:	Republic Plaza Building, Suite 4700
Address Line 4:	Denver, COLORADO 80202-5647
ATTORNEY DOCKET NUMBER:	187919/US/2
NAME OF SUBMITTER:	Elissa Ferguson fbo S. Craig Hemenway

CH \$40.00 11681307

Total Attachments: 4
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ASSIGNMENT

WHEREAS, we, Susan Matsumoto, residing at 825 Marbella Lane, Lantana, Florida 33462, Melvin Kennedy, residing at 825 Marbella Lane, Lantana, Florida 33462 and Richard C. Levy, residing at P.O. Box 34828, Bethesda, Maryland 20827 (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 "Ball Throwing and Retrieving Device," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 11/681,307, filed on March 2, 2007 (the "Utility Application") with attorney docket no. 187919/US/2; and

WHEREAS, Aspen Pet Products, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 4735 North Florence Street, Denver, Colorado 80238 (the "Assignee"), by an earlier Assignment recorded on August 14, 2006, at Reel 018102, Frame 0346, owns all right, title and interest in and to the U.S. Provisional Application No. 60/806,407, filed June 30, 2006 and titled "Ball Throwing and Retrieving Device";

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 Aspen Pet Products, 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 transferred 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 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.

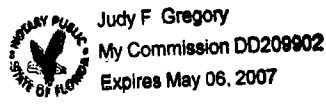
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 3/31/07 By: [Signature]
Susan Matsumoto

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On this 21 day of March, 2007, before me a Notary Public in and for said county, personally appeared Susan Matsumoto 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)



[Signature]
Notary Public

My commission expires: May 6, 2007.

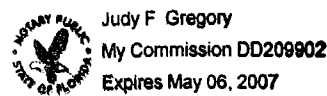
IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 3-21-07 By: [Signature]
Melvin Kennedy

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.

On this 21 day of March, 2007, before me a Notary Public in and for said county, personally appeared Melvin Kennedy 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)



[Signature]
Notary Public

My commission expires: May 6, 2007.

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

Date: 3-22-07

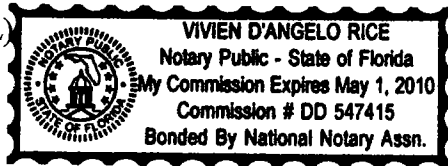
By: _____

Richard C. Levy

STATE OF Florida)
COUNTY OF Palm Beach) ss.

On this 22nd day of March, 2007, before me a Notary Public in and for said county, personally appeared Richard C. Levy 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. *FLDR.LL 1/2009*

(SEAL)



Vivien D'Angelo Rice
Notary Public

My commission expires: _____.