

07-05-2007

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To the Director of the U.S. Patent and Trademark Office: Please record the attache

**1. Name of conveying party(ies)**

John Silvester; Leopoldo Zarate Andrade

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

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

Execution Date(s) June 25, 2007

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

**2. Name and address of receiving party(ies)**

Name: Heat and Control, Inc.

Internal Address: \_\_\_\_\_

Street Address: 21121 Cabot Road

City: Hayward

State: California

Country: USA Zip: 94545

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

**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: Donald N. MacIntosh

Internal Address: Law Offices of Donald N. MacIntosh

Street Address: 180 Montgomery Street

Suite 600

City: San Francisco

State: CA Zip: 94104

Phone Number: 415-984-1989

Fax Number: (650) 322-7029

Email Address: fahrmac@aol.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 302669 11821813  
07/05/2007 MUELLER 00000005 502669  
01 FC:8021 40.00 DA  
Authorized User Name Donald N. MacIntosh

**9. Signature:**

Signature

June 25, 2007

Date

Donald N. MacIntosh  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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

**ASSIGNMENT**

WHEREAS, the undersigned, (1) John Silvester, resident of 136 Kate Street, Carina, QLD 4152 Australia, and (2) Leopoldo Zarate Andrade, resident of 142 Santa Esther Street, Cluster #5, Colony of "Hacienda Santa Fe", Municipality of "Tlajomulco de Zúñiga", Jalisco, Mexico (hereinafter termed "Inventors"), respectively, have invented certain new and useful improvements in *METHOD AND APPARATUS FOR SEPARATING COOKING OILS FROM SNACK FOOD PRODUCTS THROUGH A QUASI-CONTINUOUS CENTRIFUGE ACTION* and executed therefore an application for Letters Patent of the United States and

- having an oath or declaration executed on even date herewith.  
 bearing U.S. Patent Application No. \_\_\_\_\_ and filed on \_\_\_\_\_.  
 issued as U.S. Patent No. \_\_\_\_ on \_\_\_\_.

WHEREAS, Heat and Control, Inc., a corporation of the State of California, having a place of business at 21121 Cabot Road, Hayward, California 94545, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.
2. Said Inventors do hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt

**PATENT**

**Docket No. A-77504/DNM  
Application No. To Be Assigned**


production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors do hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

(1) John SILVESTER



(2) Leopoldo Zarate ANDRADE

\_\_\_\_\_

Date: 25 June, 2007

Date: \_\_\_\_\_

PATENT

Docket No. A-77504/DNM  
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production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

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IN WITNESS WHEREOF, the said Inventors have executed and delivered this instrument to said Assignee as follows:

(1) John SILVESTER

Date: \_\_\_\_\_

(2) Leopoldo Zarate ANDRADE

Date: 25<sup>th</sup> June - 2007

\_\_\_\_\_  
*Leopoldo Zarate*