

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Brad Baker	12/04/2007
RECEIVING PARTY DATA	
Name:	Impact Confections, Inc.
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City:	Colorado Springs
State/Country:	COLORADO
Postal Code:	80907
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D490558
Patent Number:	6884447
Patent Number:	D496517
Patent Number:	D495461
Patent Number:	D498341
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Total Attachments: 3

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

PATENT ASSIGNMENT

Inventor:

Mr. Brad Baker
4667 Stone Manor Heights
Colorado Springs, CO 80906

Assignee:

Impact Confections, Inc.
888 Garden of the Gods Road
Colorado Springs, CO 80907

BACKGROUND OF THE ASSIGNMENT

INVENTOR have conceived certain new and useful inventions and obtained Letters Patent on such certain new and useful inventions as follows:

1. United States Patent Number 6,884,447, titled "Confectionery with body, handle and container," which issued on April 26, 2005;
2. United States Design Patent Number D498,341, titled "Candy brush and confectionery container set," which issued on November 16, 2004;
3. United States Design Patent Number D496,517, titled "Combined candy brush and container thereof," which issued on September 28, 2004;
4. United States Design Patent Number D495,461, titled "Candy brush for a confectionery product," which issued on September 7, 2004; and
5. United States Design Patent Number D490,558, titled "Ice cream cone-shaped candy and container therefor," which issued on June 1, 2004.

ASSIGNEE desires to acquire the entire right, title and interest in the inventions and Letters Patent or grant of rights equivalent thereto that may be granted with respect to the inventions in both the United States and in all foreign countries including the right to sue and recover for past, present and future infringements thereof.

THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned INVENTOR hereby sells, assigns, and transfers to ASSIGNEE, a corporation of the state of New Mexico, the entire right, title, and interest including the right to sue and recover for past, present, and future infringements thereof in the above-identified inventions and Letters Patent and to all divisional, continuing, continuation, continuation-in-part, substitute, renewal, reissue, reexamination, and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all countries foreign to the United States relating to any subject matter disclosed by the above-identified patent applications and hereby authorizes the Commissioner of Patents and Trademarks to issue such Letters Patent to ASSIGNEE for the sole use of ASSIGNEE, its successors, or assigns.

Specifically, ASSIGNEE is hereby authorized to apply for patents relating to the inventions in its own name in countries where such procedure is proper, to claim the benefit of, file, and prosecute applications relating to the inventions under any international conventions or treaties, if applicable. INVENTOR agrees to execute applications relating to the inventions in those countries and under those international conventions or treaties, if applicable, where it is necessary that the same be executed by the inventor, and to execute assignments of such applications and the resulting grant of patent rights or equivalents thereof to ASSIGNEE as well as all other necessary papers in relation to such applications and Letters Patent.


The INVENTOR further agrees, at the request and expense of ASSIGNEE, to:

execute all documents relating to the filing of divisional, continuing, continuation, continuation-in-part, substitute, renewal, reissue, reexamination and any other documents relating thereto for both foreign and domestic rights;

execute all rightful oaths, declarations, assignments, powers of attorney, and other papers;
communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things
known to the undersigned relating to the above-referenced inventions and Letters Patent;
testify as to the same in any interference, litigation, or other proceeding relating to the above-
referenced applications for United States Letters Patent; and
in general, do everything reasonably possible which the ASSIGNEE shall consider desirable for
vesting title to such applications for United States Letters Patent in the ASSIGNEE, and for securing,
maintaining, defending, or enforcing valid and enforceable patent protection therefore.

The INVENTOR acknowledges that the sale, assignment, and transfer of rights and property set
forth herein is and shall be irrevocable and binding upon the heirs, assigns, representatives and successors
of each undersigned INVENTOR and extends to the successors, assigns, and nominees of the ASSIGNEE.

Signed on Dec 4th, 2007.



Brad Baker