

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
George A. Xanthos	02/25/2008
RECEIVING PARTY DATA	
Name:	Frutzzo, LLC
Street Address:	40 West Main Street Court
Internal Address:	Suite 205B
City:	Alpine
State/Country:	UTAH
Postal Code:	84004
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29295795
CORRESPONDENCE DATA	
Fax Number:	(801)531-9168
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	801-532-1922
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Correspondent Name:	TRASK BRITT
Address Line 1:	P.O. BOX 2550
Address Line 4:	SALT LAKE CITY, UTAH 84110
ATTORNEY DOCKET NUMBER:	3340-8581US
NAME OF SUBMITTER:	Brick G. Power
Total Attachments: 2	
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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Frutzzo, LLC ("ASSIGNEE"), a limited liability company of the state of Utah having a place of business at 40 West Main Street Court, Suite 205B, Alpine, UT 84004, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 29/295,795 filed on October 05, 2007, and entitled **ROUND BOTTLE**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall

consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE 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 ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:



Date 2/25/08

George A. Xanthos

Residing at: 3532 NW Paisley Ct, Beaverton, OR 97006

COUNTY OF Washington
: ss.
STATE OF Oregon)

On this 25th day of February, ²⁰⁰⁸~~2007~~ before me personally appeared George A. Xanthos to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he~~she~~ executed the same.



Notary Public in and for said County and State

My Commission Expires:

June 21, 2010

