# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Leland C. Leber	05/30/2008

## **RECEIVING PARTY DATA**

Name:	Water Pik, Inc.	
Street Address:	1730 East Prospect Road	
City:	Fort Collins	
State/Country:	COLORADO	
Postal Code:	80553-0001	

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12114304

## **CORRESPONDENCE DATA**

Fax Number: (303)629-3450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Robert D. Hoge / 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: 189247/US/2

NAME OF SUBMITTER: Elissa Asaro fbo Robert D. Hoge

Total Attachments: 3

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> PATENT REEL: 021057 FRAME: 0449

\$40.00

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## <u>ASSIGNMENT</u>

WHEREAS, I, Leland C. Leber, residing at 5257 Fox Hills Drive, Fort Collins, Colorado 80526, (hereinafter, 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 "Low Flow Showerhead and Method of Making Same," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/114,304, filed on May 2, 2008 (the "Utility Application") with attorney docket no. 189247/US/2; and

WHEREAS, Water Pik, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1730 East Prospect Road, Fort Collins, Colorado 80553-0001 (the "Assignee"), by an earlier Assignment recorded on May 30, 2007, at Reel 019352, Frame 0857, owns all right, title and interest in and to the U.S. Provisional Application No. 60/916,219, filed May 4, 2007 and titled "Hidden Pivot Attachment for Showers and Method of Making Same"; by an earlier Assignment recorded on May 23, 2007, at Reel 019334, Frame 0242, owns all right, title and interest in and to the U.S. Provisional Application No. 60/916,092, filed May 4, 2007 and titled "Molded Arm for Showerheads and Method of Making Same"; and by an earlier Assignment recorded on June 1, 2007, at Reel 019368, Frame 0502, owns all right, title and interest in and to the U.S. Provisional Application No. 60/916,146, filed May 4, 2007 and titled "Low Flow Showerhead and Method of Making Same";

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 Water Pik, 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

PATENT REEL: 021057 FRAME: 0450 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: 5/30/08 By: 1ld (. 1/1-
Leland C. Leber
STATE OF <u>Colorado</u> ) ss.  COUNTY OF <u>LARIMER</u> )
COUNTY OF LARINER)
On this 3 day of 10 10 day, 2008, before me a Notary Public in and for said county, personally appeared Leland C. Leber 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 LSHIRLEY M. MEYERS  NOTARY PUBLIC  STATE OF COLORADO  Auly M Meyers
My Commission Expires 08/22/2008 Notary Public
My commission expires: $8/32/2008$

## **ACCEPTANCE OF ASSIGNMENT**

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.