

11-26-2008



103536911

To the Director of the U.S. Patent and

Documents or the new address(es) below.

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

ALEXCO, LLC  
a Nevis limited liability company

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

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

Execution Date(s) November 14, 2008

- ☒ 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: Kettlepop, LLC

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

Street Address: 4690 E. 2nd Street, Ste. 9

City: Benicia

State: California

Country: USA Zip: 94510

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) 6,720,532  
6,612,225  
6,032,572  
5,857,403

Additional numbers attached? ☐ Yes ☒ No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: William H. Coleman, Esq.

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

Street Address: 499 W. Shaw Ave., Ste. 116

City: Fresno

State: CA Zip: 93704

Phone Number: 559-248-4820

Fax Number: 559-248-4830

Email Address: wcoleman@ch-law.com

**6. Total number of applications and patents involved:** 4

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 160.

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

Deposit Account Number \_\_\_\_\_

Authorized User Name 11/25/2008 DAYNE 00000057 6720532

01 EC:8821

160.00 DE

**9. Signature:**

Jeff Schletewitz  
Signature  
Jeff Schletewitz  
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, ALEXCO,LLC, having an address of Prince William St., Charleston, British West Indies (hereinafter termed "Assignor") has invented certain new and useful improvements in inventions entitled:

- (1) ELECTRICALLY CONTROLLED CORN POPPER APPARATUS, U.S. PAT. NO. 6,720,532 GRANTED APR. 13, 2004,and
- (2) POPPED KETTLE CORN VENDING KIOSK, U.S. PAT. NO. 6,612,225 GRANTED SEPT. 2, 2003;
- (3) POPPED KETTLE CORN VENDING APPARATUS, U.S. PAT. NO. 6,032,572
- (4) CORN POPPING APPARATUS, U.S. PAT. NO. 5,857,403 (hereinafter sometimes collectively called the "Patents");

and

WHEREAS, KETTLEPOP, LLC, having an address of 4690 East 2nd St, Ste. 9, Benicia, California 94510 (hereinafter termed "Assignee") is desirous of acquiring the entire right, title and interest in and to said patents and improvements ;

NOW, THEREFORE, for good and valuable consideration received by said Assignor from said Assignee, the receipt and sufficiency of which in full are hereby acknowledged by said Assignor:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest in and to said Patents and said inventions and in and to any and all improvements on said inventions heretofore or hereafter made or acquired by said Assignor; including each and every division, continuation, substitution, renewal, or continuation-in-part of any of said application that may exist, and in and to each and every reissue or extension of said Patents and in any corresponding foreign patents.

2. Said Assignor hereby covenant and agree to cooperate with said Assignee whereby said Assignee may enjoy to the fullest extent the right, title and interest herein conveyed. Such cooperation shall include (a) prompt execution of all papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee to perfect in it the right, title and interest herein conveyed; (b) prompt execution of all petitions, oaths, specifications or other papers (prepared at the expense of Assignee) which are deemed necessary or desirable by Assignee for prosecuting reissuance of Patents included herein, or for interference proceedings involving said invention and/or said improvements; (c) prompt assistance and cooperation in the prosecution of interference proceedings involving said

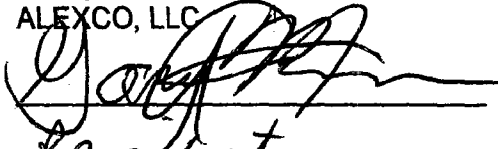
Patents and said inventions and/or said improvements and in the adjudication of said Patents, particularly by the disclosure of facts and the production of evidence relating to said invention and/or said improvements, provided the expenses which may be incurred by said Assignor in lending such assistance and cooperation shall be paid by the Assignee.

3. The terms, covenants and conditions of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and/or other legal representatives, and shall be binding upon said Assignor, its heirs, legal representatives and assigns.

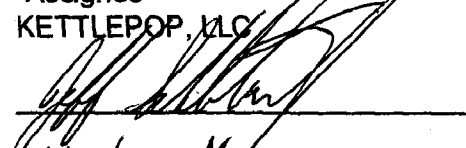
4. Said Assignor hereby warrants title to the Patents and represents that it has not entered into any assignment, contract or understanding in conflict therewith and that the Patents are in good standing, not mortgaged and not subject to any claim of invalidity by a third party.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this instrument on the dates shown below.

Dated: 11-14, 2008.

"Assignor"  
ALEXCO, LLC  
By:   
Title: President

Dated: 11-21, 2008.

"Assignee"  
KETTLEPOP, LLC  
By:   
Title: Member Manager

# ACKNOWLEDGMENT

STATE OF CALIFORNIA }  
 } ss.  
 COUNTY OF }

On Nov. 14, 2008, before me, Stephan T. Foster, Notary Public, personally appeared Gary Alan Mann, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. U.S. Consular Agency, Puerto Plata

S.T. Foster  
 Signature of Notary Public

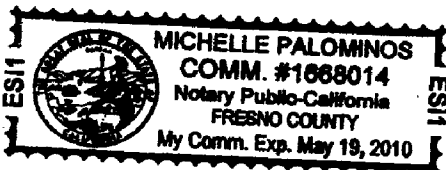
CONSULAR AGENCY  
 OF THE  
 UNITED STATES OF AMERICA  
 Puerto Plata, Dominican Republic.

STATE OF CALIFORNIA }  
 } ss.  
 COUNTY OF }

On 11/21, 2008, before me, Michelle Palominos, Notary Public, personally appeared Jeff Schietewitz, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Michelle Palominos