

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gary D. Martin	02/05/2009
RECEIVING PARTY DATA	
Name:	Igloo's Frozen Drinks
Street Address:	1805 Lacy Drive
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76177
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29332471
CORRESPONDENCE DATA	
Fax Number:	(972)732-9218
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	972-447-4569
Email:	dennis@griggslaw.com
Correspondent Name:	Dennis T. Griggs
Address Line 1:	17950 Preston Road
Address Line 2:	Suite 1000
Address Line 4:	Dallas, TEXAS 75252
ATTORNEY DOCKET NUMBER:	D392 IGLOO'S FROZEN DRINK
NAME OF SUBMITTER:	Dennis Griggs
Total Attachments: 3 source=Executed Assignment#page1.tif source=Executed Assignment#page2.tif source=Executed Assignment#page3.tif	

OP \$40.00 29332471

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**PATENT**  
**REEL: 022273 FRAME: 0549**

## ASSIGNMENT

WHEREAS, I, Gary D. Martin, a citizen of the United States and a resident of Fort Worth, Texas, have made an invention entitled

"BEVERAGE CONTAINER WITH ICICLE THEME"

Attorney Docket D392

for which I have executed an application for United States Letters Patent on the 5th day of February 2009; and I hereby authorize my attorneys, authorized to prosecute this application, to here insert the filing date and serial number of the application, when known:

Filed: February 17, 2009 Serial No. 29/332,471

WHEREAS, I represent and warrant that I am the sole owner of said invention and application for Letters Patent;

WHEREAS, Igloo's Frozen Drinks (hereinafter referred to as ASSIGNEE), a corporation organized under the laws of the State of Texas, U.S.A., having a place of business at

1805 Lacy Drive

Fort Worth, Texas 76177

is desirous of acquiring the same;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by me, I have assigned, sold, transferred and set over and by these presents do assign, sell, transfer and set over unto said ASSIGNEE the entire right, title and interest in and to (a) said invention and worldwide rights therein; (b) said application, including all divisions, continuations and substitutions thereof; and (c) all United States and foreign

patents which shall issue on said invention, including all reissues, renewals and extensions thereof, for the United States, its territories and possessions and all foreign countries, including the right to file corresponding applications for Letters Patent or the legal equivalent thereof on said invention in any and all foreign countries, and the right to claim priority under any and all treaties and conventions to which the United States of America is signatory including the Paris Convention for the Protection of Industrial Property and the Patent Cooperation Treaty (PCT) of the World Intellectual Property Organization (WIPO) for such corresponding applications, or any division, continuation, renewal or substitution thereof, and as to letters patent and any reissue, re-examination or extension thereof, the same to be held and enjoyed by said ASSIGNEE, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by me, had this assignment not been made.

I covenant and agree that I will, at any time on request and at the expense of said ASSIGNEE, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable, in the opinion of said ASSIGNEE, to enable and assist said ASSIGNEE to (a) obtain Letters Patent, both domestic and foreign, on said invention; (b) establish, maintain and secure title in said ASSIGNEE, its successors and assigns, to said invention, application and Letters Patent, including making such title of lawful public record; and (c) defend, establish or otherwise preserve the validity of said Letters Patent against any and all infringers, and perform such other acts as are necessary to give full force and effect to this assignment.

I represent and warrant that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of said invention or patent application has been or will be made or entered into which would conflict with this assignment and sale.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States to issue all Letters Patent based on said application and each division, continuation, substitution, reissue, renewal and extension thereof to said ASSIGNEE, its successors and assigns.

I HEREBY declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

IN TESTIMONY WHEREOF, I have duly executed this assignment as my free act and deed.

*Gary D. Martin*  
Signature

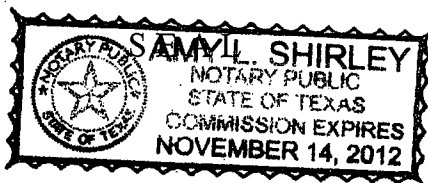
Gary D. Martin  
Printed Name

\* \* \* \* \*

STATE OF TEXAS       )  
                                  ) ss.  
COUNTY OF TARRANT )

BEFORE ME, the undersigned authority, on this day personally appeared Gary D. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5<sup>th</sup> day of February 2009.



*Amy L. Shirley*  
Notary Public, State of Texas  
Amy L. Shirley  
Printed or Typed Name of Notary  
My commission expires: Nov. 14, 2012