

6/1/09

06-02-2009



HEET

To the Director of the U.S. Patent and Trademark Office

103562401

Additional documents or the new address(es) below.

1. Name of conveying party(ies)

Brian K. Goodell, Anthony R. Bautista

2. Name and address of receiving party(ies)

Name: DipTops, LLC

Internal Address:

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) May 19, 2009

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other

Street Address: 3645 Palermo Way

City: Dublin

State: CA

Country: USA

Zip: 94568

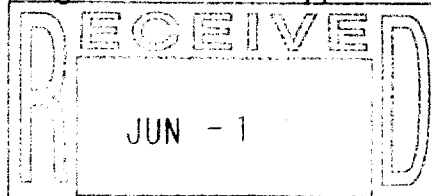
Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**

A. Patent Application No.(s)

☐ This document is being filed together with a new application.

B. Patent No.(s)

6,901,976

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Robert P. Greenspoon

Internal Address: Flachsbar & Greenspoon, LLC

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6. Total number of applications and patents involved: 1**7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**☐ Authorized to be charged to deposit account☒ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

Deposit Account Number

06/01/2009 HJAMAT 00000072 6901976

Authorized User Name: Robert P. Greenspoon

40.00

9. Signature:

Signature

5/22/2009

Date

Robert P. Greenspoon

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

2

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 AGREEMENT

This ASSIGNMENT is made by BRIAN K. GOODELL and ANTHONY R. BAUTISTA (hereafter, "ASSIGNORS");

WHEREAS, ASSIGNORS are the owner of all rights, title and interest in United States Patent No. 6,901,976, entitled, "DEVICE FOR RECEIVING SALIVA EXPECTORATED BY A TOBACCO CHEWER," including any divisional, continuation, continuation-in-part and foreign counterpart patent or applications (hereinafter the "Patent"); and

WHEREAS, DIPTOPS L.L.C., a California Limited Liability Company (hereinafter, "ASSIGNEE"), is desirous of acquiring the Patent;

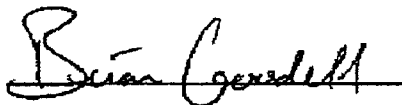
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, and pursuant to an agreement by and between ASSIGNORS and ASSIGNEE, ASSIGNORS have sold, assigned, conveyed, delivered and transferred and do hereby sell, assign, convey, deliver and transfer to ASSIGNEE, and any future successors and assigns of ASSIGNEE, all right, title and interest in and to the Patent, together with accrued rights, including the right to bring suit for and to collect damages for any past infringement of the Patent, and for a reasonable royalty for any use of 35 U.S.C. § 154(d) provisional rights, and for any other cause of action arising from ASSIGNORS' ownership of the Patent including any violation by others of any federal or state tort or antitrust or unfair competition laws, and in and to any and all reissues, reexaminations and extensions of the Patent, these rights to be held and enjoyed by ASSIGNEE, for its own use and benefit and the use or benefit of its successors and assigns, to the end of the full term of the Patent, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this sale and assignment not been made.

AND for the same consideration, ASSIGNORS hereby represent and warrant to ASSIGNEE, its successors and assigns, that ASSIGNORS are the sole and lawful owner of the entire right, title and interest in and to the Patent above-mentioned, and that they have a full, unencumbered title to the Patent and to the inventions and discoveries above described, which title they warrants until said ASSIGNEE, its successors and assigns, and that they have not executed and will not execute any document or instrument in conflict herewith.

IN WITNESS WHEREOF, ASSIGNORS have hereunto set his hand this 19 day of May, 2009.

BRIAN K. GOODELL

ANTHONY R. BAUTISTA


Dated: May 19, 2009