

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Henry Garnet Wolsey	05/05/2009
Christopher Garnet Wolsey	05/05/2009
Karen Jane Corcoran	05/05/2009
Helen Louse Wolsey	05/05/2009
Anthony Phillip Wolsey	05/05/2009

RECEIVING PARTY DATA

Name:	Frio UK Ltd.
Street Address:	Whiteleys, Little Treffgame
City:	Haverfordwest
State/Country:	UNITED KINGDOM
Postal Code:	SA62 5DY

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6067803

CORRESPONDENCE DATA

Fax Number: (631)474-5374
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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 EdwinSchindler@yahoo.com, hedley@chapmanmolony.com
 Correspondent Name: Edwin D. Schindler
 Address Line 1: Five Hirsch Avenue, P. O. Box 966
 Address Line 4: Coram, NEW YORK 11727-0966

NAME OF SUBMITTER:	Edwin D. Schindler
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Total Attachments: 11

500919669

**PATENT
 REEL: 023003 FRAME: 0255**

OP \$40.00 6067803

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PATENT ASSIGNMENT

THIS ASSIGNMENT is made as of 5th May 2009

BETWEEN

1 Henry Garnet Wolsey, a United Kingdom citizen, of Whiteleys, Little Treffgarne, Haverfordwest SA62 5DY, Pembrokeshire, United Kingdom (hereinafter referred to as "Inventor"),

AND

2 Christopher Garnet Wolsey, of Lammas Farm, Wolfscastle, Haverfordwest SA62 5DY, Pembrokeshire, United Kingdom,
Karen Jane Corcoran of 11 St Anthony's Way, Haverfordwest SA61 1EL, Pembrokeshire, United Kingdom
Helen Louse Wolsey of 2 Wimmerfield Avenue, Killay, Swansea SA2 7BT, United Kingdom, and
Anthony Phillip Wolsey, of 25 Swansea Road, Pontlliw, Swansea SA4 9EE, United Kingdom, all being United Kingdom citizens (and all being hereinafter jointly referred to as "Heirs"),

AND

3 Frio UK Ltd, a limited liability company organised under the laws of England and Wales, whose registered address is at Whiteleys, Little Treffgarne, Haverfordwest SA62 5DY, United Kingdom (hereinafter referred to as "Assignee")

RECITALS

- (A) (i) Inventor is, jointly with the late Althea Wolsey (the latter being hereinafter referred to as "Late Inventor"), the true and first inventor of the inventions described and claimed in the patents listed in the schedule hereto (hereinafter referred to as "Said Patents") and, also jointly with Late Inventor, the registered proprietor of Said Patents, all of which relate to cooling pouches and use thereof
- (ii) Inventor has agreed to assign to Assignee all his rights, title, interest and property in Said Patents together with any continuation, continuation in part, divisional or reissue application to any of Said Patents
- (B) (i) Heirs are the issue of Late Inventor are joint and equal beneficiaries of the entire estate of Late Inventor under the terms of late Inventor's will dated 27 July 2007 on which Probate was granted on 5 May 2009
- (ii) Heirs agree that any property in Said Patents is held by Heirs in trust for Assignee pursuant to decisions made by Inventor and Late Inventor as directors of Assignee and therefore Heirs have agreed to assign to Assignee all their rights, title, interest and property in Said Patents together with any continuation, continuation in part, divisional or reissue application based on any of Said Patents

OPERATIVE PROVISIONS

- 1 In consideration of the sum of £10 paid by Assignee to each of said Heirs and to Inventor, the receipt and sufficiency of which is hereby acknowledged, Inventor and Heirs hereby assign to Assignee each and all of their rights, title, interest and property in Said Patents together with any associated know how, free from all licences, charges and other encumbrances, with full title guarantee, with the intent that Said Patents or any continuation, continuation in part, divisional or reissue applications or patents pursuant thereto shall vest in the name of Assignee (or its successors or assigns) along with the right to recover damages and to bring proceedings to recover damages and/or to obtain any other remedies in respect of infringement of Said Patents
- 2 At the request and cost of Assignee, Inventor and Heirs hereby agree that they will each execute and sign all such instruments, applications, deeds, documents and do all such acts and things as may be reasonably required by Assignee to enable Assignee or its nominee to: (a) enjoy the full and exclusive benefit of Said Patents and of the property rights hereby assigned, (b) fully and effectively vest the same in Assignee, (c) formally register Assignee's title in the same at the relevant Patent Office, and (d) assist in the prosecution or defence of any of Said Patents
- 3 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns as well as any subsidiary companies of Assignee
- 4 The parties hereto will co-operate and consult with one another in good faith, if necessary in the future to carry out the intent of this Agreement
- 5 This Agreement shall be governed by and construed in accordance with the laws of England & Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England and Wales

SCHEDULE

Country	Number
Australia	717040
Canada	2269621
Spain	European Patent 934050
France	European Patent 934050
Hong Kong	1022827
India	194756
Italy	European Patent 934050
Mexico	212518
New Zealand	335525
USA	6067803
South Africa	97/9463

IN WITNESS WHEREOF

the parties hereto have executed this document as of 5th May 2009

SIGNED

H.G. Wolsey
.....
Henry Garnet Wolsey (Inventor)

in the presence of

H.W. Court
.....
) (Witness)

SIGNED

C.G. Wolsey
.....
Christopher Garnet Wolsey (Heir)

in the presence of

H.W. Court
.....
) (Witness)

SIGNED

K. Corcoran
.....
Karen Jane Corcoran (Heir)

in the presence of

A. Hughes
.....
) (Witness)

SIGNED

H.L. Wolsey
.....
Helen Louise Wolsey (Heir)

in the presence of

H.W. Court
.....
) (Witness)

SIGNED

in the presence of

F. M. Planck

)
)
)
)
)
)
)

Anthony Phillip Wolsey
.....
Anthony Phillip Wolsey (Heir)

) (Witness)

SIGNED

for and on behalf of Assignee

in the presence of

H. G. Wolsey

)
)
)
)
)
)
)

H. G. Wolsey
.....
Director

Name *H. G. WOLSEY*

) (Witness)

PROBATE AND LAST WILL OF ALTHEA WOLSEY,
JOINT-INVENTOR OF THE INVENTION CLAIMED IN,
AND JOINT-PATENTEE OF,
WOLSEY *ET AL.*, U.S. PATENT NO. 6,067,803, ISSUED MAY 30, 2000

IN THE HIGH COURT OF JUSTICE
YN YR UCHEL LYS BARN

The Probate Registry of Wales
Cofrestrfa Brofiant Cymru

BE IT KNOWN that **ALTHEA WOLSEY**
BYDDED HYSBYS bod

of o **Whiteleys Little Treffgarne Haverfordwest SA62 5DY**

died on the **29th** day of **June 2008**
wedi marw ar 29 Mehefin 2008

domiciled in **England and Wales**
a'i domisil yn Lloegr a Chymru

AND BE IT FURTHER KNOWN that the last Will and Testament of the said deceased (a copy of which is annexed) was proved and registered in the High Court of Justice and that Administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted by the said Court on this date to the Executors

A BYDDED HYSBYS YMHELLACH fod Ewyllys a Testament olaf yr ymadawedig a enwyd (y cysylltir copi ohono yma) wedi ei brofi a'i gofrestru yn yr Uchel Lys Barn a bod Gweinyddiad yr holl ystad sydd yn tl y gyfraith yn disgyn ar ac yn bweinio yng nghynrychiolydd personol yr ymadawedig a enwyd wedi ei roi gan y Llys a enwyd ar y dyddiad hwn i'r Ysgutorion

CHRISTOPHER GARNET WOLSEY of o **Lammas Farm Wolfscastle**
Haverfordwest SA62 5DY

and a **KAREN JANE CORCORAN** of o **11 St. Anthony's Way Haverfordwest SA61 1EL**

and a **HELEN LOUISE WOLSEY** of o **2 Wimmerfield Avenue Killay Swansea SA2 7BT**

and a **ANTHONY PHILLIP WOLSEY** of o **25 Swansea Road Pontlliw Swansea SA4 9EE**


[The Grant of Representation in respect of **ALTHEA WOLSEY** deceased dated the **5th** day of **May 2009** is continued overleaf

*Ata'r Grant Cynrychiolaeth mewn cysylltiad â **ALTHEA WOLSEY** ymadawedig dyddiedig **5 Mai 2009** yn parhau trwydd*

This is the continuation of the Grant of Representation in respect of **ALTHEA WOLSEY** deceased.
*Hwn yw parhad y Grant Cynrychiolaeth mewn cysylltiad â **ALTHEA WOLSEY** ymadawedig.*

It is hereby certified that it appears from information supplied on the application for this grant that the gross value of the said estate in the United Kingdom amounts to £466,708 and the net value of such estate amounts to £450,087
Tystir drwy hyn ei bod yn ymddangos o wybodaeth a ddarparwyd ar gais am y grant hwn bod gwerth gros yr ystad a enwyd yn y Deyrnas Gyfunol yn dod i £466,708 a bod gwerth net yr ystad honno yn dod i £450,087

DATED the **5th** day of **May 2009**
DYDDIEDIG 5 Mai 2009


DISTRICT REGISTRAR / PROBATE OFFICER
COFRESTRYDD DQS BARTH / SWYDDOG PROFIANT

Extracted by **PRICE & SON 33 Hill Lane Haverfordwest Pembrokeshire SA61 1PS**
Cafwyd gan

PROBATE
PROFIANT

The translations into Welsh on this Grant were made by a translator approved by the Welsh Language Board
Gwasgwyd y cyfieithiadau Cymraeg ar y Grant hwn gan ystyriwrdd wladol gymeradwysedig gan Fwrdd yr Iaith Gymraeg

Dated 27 July 2007

W I L L

- of -

ALTHEA WOLSEY

PRICE & SON
33 Hill Lane
Haverfordwest
Pembs
SA61 1PS



I **ALTHEA WOLSEY** of White Leys Little Treffgarne Haverfordwest in the County of Pembrokeshire HEREBY REVOKE all former testamentary dispositions made by me AND DECLARE this to be my last Will

1. I APPOINT my children CHRISTOPHER GARNET WOLSEY of Lammas Farm Wolfscastle Haverfordwest aforesaid KAREN JANE CORCORAN of 11 St Anthony's Way Haverfordwest Pembrokeshire HELEN LOUISE WOLSEY of 2 Wimmerfield Avenue Killay Swansea and ANTHONY PHILLIP WOLSEY of 25 Swansea Road Pontlliw Swansea to be the executors and trustees hereof

2. I GIVE all my estate whatsoever and wheresoever to my said children in equal shares absolutely

3. My Trustees shall have the following powers in addition to their powers under the general law:

(a) To raise at any time and from time to time the whole or any part of the vested or contingent share or shares in the trust fund of any child or grandchild of mine and pay the same to or apply the same for the benefit of him or her

(b) To invest trust money and transpose investments with the same unrestricted freedom in their choice of investment as if they were absolute owners beneficially entitled and to purchase retain or improve a freehold or leasehold house or other dwelling to be held by them on trust for sale (with power to postpone the sale) for use as a residence

- (c) To insure against loss or damage by fire or from any other risk any property for the time being comprised in the trust fund to any amount and even though a person may be absolutely entitled to the property and to pay the insurance premiums out of the income or capital of the trust fund or the property itself and any money received by my Trustees under such a policy shall be treated as if it were the proceeds of sale of the property insured
- (d) Whenever they have an obligation or discretion under the provisions of this Will or under the general law to pay or apply income or capital to an infant or for his benefit to discharge that obligation or exercise that discretion if they so desire by paying the same to any parent or guardian of the infant or to the infant himself if of the age of eighteen years and their respective receipts shall be a good discharge to my Trustees who shall not be obliged to see how it is used
- (e) The powers given to personal representatives by Section 41 of the Administration of Estates Act 1925 may be exercised by my Trustees whether they are acting as personal representatives or as trustees and without obtaining any of the consents required by that Section and even though one or more of them may be beneficially interested
- (f) To employ any of their number who is a solicitor

accountant or other professional or business man and any person so employed may charge and be paid (in priority to all other dispositions herein and free of Inheritance Tax) all usual professional and other fees for work done by him or his firm or company in connection with proving my Will and carrying out its trusts including work outside the ordinary course of his profession or business and work which he could or should have done personally had he not been a professional or business man

AS WITNESS my hand this 27 day of July 2007

SIGNED by the said
ALTHEA WOLSEY
in our presence and
then by us in hers:-

Althea Wolsey

*H Ciwan -
33 Hill Lane
Haverfordwest
Secretary.*

*So Hill
30 Hill Lane
Haverfordwest
H. Ciwan*