

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Niagara Pump Corporation	07/23/2009
RECEIVING PARTY DATA	
Name:	Niagara Dispensing Technologies, Inc.
Street Address:	170 North Pointe Parkway, Suite 500
City:	Amherst
State/Country:	NEW YORK
Postal Code:	14228
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6669051
CORRESPONDENCE DATA	
Fax Number:	(202)408-3141
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-408-3121 x2348
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Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 2:	Attn: Jean Paterson
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	087572
NAME OF SUBMITTER:	Jean Paterson
<p>Total Attachments: 4 source=8-5-09 Niagara Pump-PT#page1.tif source=8-5-09 Niagara Pump-PT#page2.tif source=8-5-09 Niagara Pump-PT#page3.tif</p>	

CH \$40.00 6669051

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**PATENT
 REEL: 023044 FRAME: 0811**

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Niagara Pump Corporation

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

2. Name and address of receiving party(ies)

Name: Niagara Dispensing Technologies, Inc.

Internal Address: _____

Street Address: 170 North Pointe Parkway, Suite 500

City: Amherst

State: New York

Country: USA

Zip: 14228

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) July 23, 2009

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

10/129771

B. Patent No.(s)

6,669,051 B1

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

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 _____

Authorized User Name _____

9. Signature:

Laura Manch
Signature

08/03/2009
Date

Laura Manch
Name of Person Signing

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

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

This Assignment is made as of the date of the signature below (“the Effective Date”) from NIAGARA PUMP CORPORATION (“Assignor”), a corporation organized under the laws of the State of New York with its principal place of business at 199 Fire Tower Drive, Tonawanda, New York 14150, to NIAGARA DISPENSING TECHNOLOGIES, INC. (“Assignee”), a corporation organized under the laws of the State of Delaware with its principal place of business at 170 North Pointe Parkway, Suite 500, Amherst, New York 14228:

WHEREAS, Iver J. Phallen, Douglas N. Vogt, Robert Comfort, Richard J. Jezuit, Jr., David C. Messing, Scott McIlhagga and David J. Carroll are the named inventors (together the “Inventors”) of the subject matter of United States Patent No. 6,669,051 B1, entitled “HIGH SPEED BEVERAGE DISPENSING METHOD AND APPARATUS,” dated December 30, 2003 (the “Patent”);

WHEREAS, pursuant to an assignment dated January 8, 2001, which assignment was recorded on May 8, 2002, at Reel/Frame No. 013121/0282, the Inventors sold, assigned, transferred, and conveyed their entire right, title and interest in and to the Patent to the Assignor;

WHEREAS, Assignor desires to sell, assign, transfer and convey to Assignee its entire right, title and interest in the invention(s) described in the Patent, the Patent, and to any and all subsequent United States or foreign patents and patent applications (including priority rights, i.e., divisions, reissues, substitutions, continuations, and extensions, and Convention rights) for the invention(s) described in the Patent (collectively, “the Patent Assets”);

WHEREAS, Assignee is desirous of acquiring all of Assignor’s right, title, and interest in and to the Patent and the Patent Assets;

NOW, THEREFORE, for ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, assigns and legal representatives, its entire right, title, and interest in and to the Patent, the Patent Assets, and all patents that may issue on the Patent Assets, and all prior patent applications from which a filing priority of the Patent Assets may be obtained, including, but not limited to, the right to collect damages prior to the Effective Date; and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the Patent Assets to Assignee.

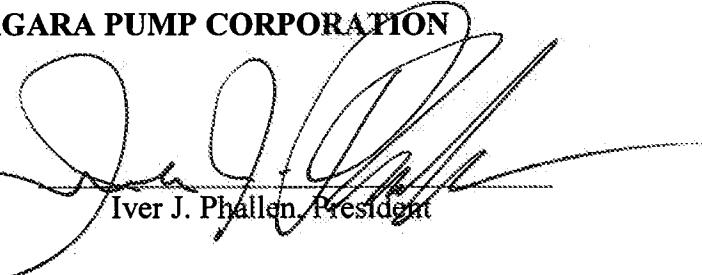
Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in Assignee, its successors, assigns, and legal representatives.

Assignor further agrees that, at the expense of Assignee, to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue, and substitute applications, cooperate with Assignee in any reexaminations, reissues, and interference proceedings concerning the Patent Assets, make all lawful oaths, and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the invention(s) described in the Patent Assets in all countries.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed effective as of the 23 day of July, 2009.

NIAGARA PUMP CORPORATION

By: 
Iver J. Phallen, President

Witnessed by:

Name: Robert Comfort Date: July 23, 2009

Name: Gary M. Laidman Date: July 23, 2009

07652/27649/329839.1