U.S. PTO

29/316256 09/08/2009 U.S. DEPARTMENT OF COMMERCE Form PTO-1595 (Rev. 03-09) OMB No. 0651-0027 (exp. 03/31/2009) United States Patent and Trademark Office 09-17-2009 RE tuments or the new address(es) below. To the Director of the U.S. Patent and Tr 103574325 and address of receiving party(ies) 1. Name of conveying party(ies) Name: DRINK CLIP, LLC John M. Barnes, Jr. Internal Address: Additional name(s) of conveying party(ies) attached? Yes X No 3. Nature of conveyance/Execution Date(s): Street Address: 332 East Main Street Execution Date(s) September 8, 2009 ★ Assignment Merger City: Rock Hill | | Security Agreement Change of Name ∞ Joint Research Agreement State:South Carolina 0 Government Interest Assignment Country: USA _____ Zip29730 Executive Order 9424, Confirmatory License 9 Other Additional name(s) & address(es) attached? Yes X No 4. Application or patent number(s): This document is being filed together with a new application. B. Patent No.(s) A. Patent Application No.(s) 29316256 Additional numbers attached? Yes X No 6. Total number of applications and patents 5. Name and address to whom correspondence concerning document should be mailed: involved: 40.00 NameSchwartz Law Firm, P.C. 7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00 Internal Address: Authorized to be charged to deposit account X Enclosed Street Address:6100 Fairview Road, Suite 1135 None required (government interest not affecting title) 8. Payment Information City: Charlotte Zip28210 State: North Carolina 8 Phone Number:704/552-1889_ Deposit Account Number 38 Fax Number: 704/552-1866 3 Authorized User Name_ Email Address:

> 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

Signature

Jeffrey J. Schwartz

Name of Person Signing

9. Signature:

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Total number of pages including cover

sheet, attachments, and documents:

September 8, 2009

Date

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PATENT ASSIGNMENT

THIS ASSIGNMENT, effective as of the date indicated below, is by and between John M. Barnes, Jr. ("Assignor"), an individual, and DRINK CLIP, LLC ("Assignee"), a limited liability company.

WHEREAS, Assignor is the sole inventor of subject matter claimed in patent application identified in "Schedule A" hereto (hereinafter "Patent"); and

WHEREAS, Assignor desires to transfer his entire right, title and interest in and to said Patent to Assignee, and Assignee desires to acquire Assignor's right, title, and interest in and to said Patent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby:

- Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to ì. Assignee, its successors and assigns, free of all encumbrances, the entire right, title, and interest in perpetuity in and to said Patent, the inventions claimed or disclosed therein, and all embodiments owned by Assignor, in United States and worldwide, including: (a) all original, reissued, and reexamined letters patent and patents of addition, and renewals and extensions thereof, that originate therefrom in the United States and in foreign countries, and (b) all rights to apply, all rights of priority, all continuation, divisional, continuation-in-part and substitute patent applications that may be filed therefor in the United States and in foreign countries, and (c) all original, reissued, and reexamined letters patents and patents of addition, and renewals and extensions thereof, that may issue from said continuation, divisional, continuation-in-part and substitute applications, and (d) all causes of action, the right to enforce the rights to said Patent through legal or administrative proceedings, the rights to all income derived from said Patent, including the right to all unpaid royalties with respect to the use of any such Patent, and any and all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, and all other related causes of action, and the right to sue therefor, for Assignee's own use and behalf and for the use and behalf of its successors and assigns or other legal representatives; said Patents to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- ii. Assignor agrees, at the request and expense of Assignee, to perform such proper additional acts, and to execute such additional documents, (a) as are deemed necessary by Assignee or by the governmental agencies having jurisdiction over said Patent to effect the transfer of all of Assignor's right, title and interest therein to Assignee, its successors and assigns, (b) for maintaining and perfecting the Assignee's rights to the Patent, and (c) as may be or become necessary for obtaining, sustaining, re-examining, or reissuing said Patent. In furtherance thereof, Assignor hereby authorizes such governmental agencies to identify Assignee as the owner of all letters patent issuing from applications pending among said Patent.

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IN WITNESS WHEREOF, Assignor and Assignee executed this Assignment on the date set forth below.

ASSIGNOR

Signature:

Printed Name: Date:

ASSIGNEE

Company Name: DRINK CLIP, LLC

By: John M. Barnes, Jr.

Signature: Title:

Date:

PATENT

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