

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>Carl T. Whitaker</td> <td>10/05/2009</td> </tr> <tr> <td>Leland C. Leber</td> <td>10/01/2009</td> </tr> <tr> <td>Brian Randall Williams</td> <td>10/01/2009</td> </tr> </tbody> </table>		Name	Execution Date	Carl T. Whitaker	10/05/2009	Leland C. Leber	10/01/2009	Brian Randall Williams	10/01/2009		
Name	Execution Date										
Carl T. Whitaker	10/05/2009										
Leland C. Leber	10/01/2009										
Brian Randall Williams	10/01/2009										
RECEIVING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Water Pik, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>1730 East Prospect Road</td> </tr> <tr> <td>City:</td> <td>Fort Collins</td> </tr> <tr> <td>State/Country:</td> <td>COLORADO</td> </tr> <tr> <td>Postal Code:</td> <td>80553-0001</td> </tr> </table>		Name:	Water Pik, Inc.	Street Address:	1730 East Prospect Road	City:	Fort Collins	State/Country:	COLORADO	Postal Code:	80553-0001
Name:	Water Pik, Inc.										
Street Address:	1730 East Prospect Road										
City:	Fort Collins										
State/Country:	COLORADO										
Postal Code:	80553-0001										
PROPERTY NUMBERS Total: 1											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Property Type</th> <th style="width: 70%;">Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>12560041</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	12560041						
Property Type	Number										
Application Number:	12560041										
CORRESPONDENCE DATA											
<p>Fax Number: (303)629-3450</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 303-629-3400</p> <p>Email: asaro.elissa@dorsey.com</p> <p>Correspondent Name: Lee R. Osman / Dorsey & Whitney LLP</p> <p>Address Line 1: 370 Seventeenth Street</p> <p>Address Line 2: Republic Plaza Building, Suite 4700</p> <p>Address Line 4: Denver, COLORADO 80202-5647</p>											
ATTORNEY DOCKET NUMBER:	189830/US/2										
NAME OF SUBMITTER:	Elissa Asaro fbo Lee R. Osman										
<p>Total Attachments: 4</p> <p>source=Assignment189830US2#page1.tif</p>											

CH \$40.00 12560041

500986216

PATENT
REEL: 023358 FRAME: 0867

source=Assignment189830US2#page2.tif
source=Assignment189830US2#page3.tif
source=Assignment189830US2#page4.tif

ASSIGNMENT

WHEREAS, we, Carl T. Whitaker, residing at 18726 WCR 3, Berthoud, Colorado 80513, Leland C. Leber, residing at 5257 Fox Hills Drive, Fort Collins, Colorado 80526 and Brian Randall Williams, residing at 3768 Sandy Shore Lane, Fort Collins, Colorado 80528 (hereinafter, individually and collectively the "Assignor"), have invented certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States ("U.S."), titled "Shower Assembly with Radial Mode Changer," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/560,041, filed on September 15, 2009 (the "Utility Application") with attorney docket no. 189830/US/2; and

WHEREAS, Water Pik, Inc., a corporation organized and existing under the laws of the State of Delaware, and having its principal place of business at 1730 East Prospect Road, Fort Collins, Colorado 80553-0001 (the "Assignee"), by an earlier Assignment recorded on October 17, 2008, at Reel 021699, Frame 0120, owns all right, title and interest in and to the U.S. Provisional Application No. 61/097,069, filed September 15, 2008 and titled "Shower Assembly with Radial Mode Changer";

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application not already transferred to Water Pik, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights"); and

WHEREAS, Assignee desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transferred and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making

application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;


UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the U.S. and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

ASSIGNOR HEREBY AUTHORIZES Assignee, its successors and assigns, or anyone it may properly designate, to insert in this instrument the application number, filing date, and title of the Utility Application once known.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.


Date: Oct. 5, 2009

By: 
Carl T. Whitaker

STATE OF Colorado)
COUNTY OF Larimer) ss.

On this 5th day of Oct., 2009, before me a Notary Public in and for said county, personally appeared Carl T. Whitaker who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A L)


Notary Public

My commission expires: April 18, 2012



MY COMMISSION EXPIRES:
April 18, 2012

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 10/1/09

By: Leland C. Leber
Leland C. Leber

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

On this 1st day of October, 2009, before me a Notary Public in and for said county, personally appeared Leland C. Leber who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A) SHIRLEY M MEYERS
Notary Public
State of Colorado
My Commission Expires 08/22/2012

Shirley M Meyers
Notary Public

My commission expires: 8/22/2012

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

Date: 10/1/09

By: Brian Randall Williams
Brian Randall Williams

STATE OF COLORADO)
COUNTY OF LARIMER) ss.

On this 1st day of October, 2009, before me a Notary Public in and for said county, personally appeared Brian Randall Williams who executed the foregoing instrument and acknowledged that he signed, sealed and delivered the same instrument as a free and voluntary act for the purposes and considerations therein expressed.

(S E A) SHIRLEY M MEYERS
Notary Public
State of Colorado
My Commission Expires 08/22/2012

Shirley M Meyers
Notary Public

My commission expires: 8/22/2012

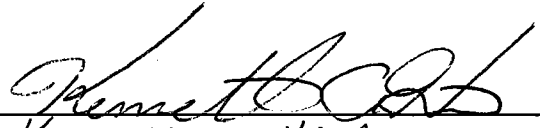
ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

Water Pik, Inc.

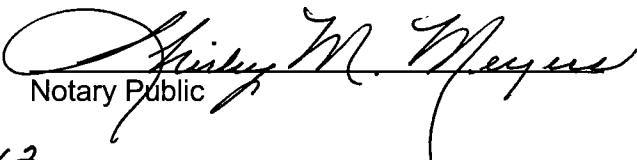
Date: 10/7, 2009

By: 
Name: KENNETH A. HAIR
Title: V. P. ENGINEERING

STATE OF COLORADO)
) ss.
COUNTY OF HARIMER)

On this 7TH day of OCTOBER, 2009, before me a Notary Public in and for said county, personally appeared KENNETH A. HAIR, the above-mentioned representative of the Assignee, Water Pik, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he/she had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

SEASLEY M MEYERS
Notary Public
State of Colorado
My Commission Expires 08/22/2012


Notary Public

My commission expires: 8/22/2012