

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ricki Hope GALE	03/01/2010
RECEIVING PARTY DATA	
Name:	Poopy Pockets, LLC
Street Address:	342 N. LaGrange Road
Internal Address:	#366
City:	Frankfort
State/Country:	ILLINOIS
Postal Code:	60423
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6035809
CORRESPONDENCE DATA	
Fax Number:	(585)419-8813
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	585-419-8636
Email:	mdipaolo@harrisbeach.com
Correspondent Name:	Neal L. Slifkin - Harris Beach PLLC
Address Line 1:	99 Garnsey Road
Address Line 4:	Pittsford, NEW YORK 14534
ATTORNEY DOCKET NUMBER:	6,035,809
NAME OF SUBMITTER:	Neal L. Slifkin

Total Attachments: 5
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**PATENT
 REEL: 024252 FRAME: 0280**

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment"), effective as of March 1, 2010, is made by and among RICKI HOPE GALE, an individual with an address at 13184 Murdock Terrace, Eden Prairie, Minnesota 55347 ("Ricki"), STEVEN FINGERETT, an individual with an address at 5500 13th Avenue So., Minneapolis, Minnesota 55417 ("Steven"); Allison Fingerett, an individual with an address at 5500 13th Avenue So., Minneapolis, Minnesota 55417 ("Allison," and collectively referred to with Ricki and Steven as "Inventors"), and POOPY POCKETS, LLC, an Illinois Limited Liability Company with an address at 342 N. LaGrange Road #366, Frankfort, Illinois 60423 (the "Company")

WHEREAS, the Inventors are the sole inventors of a certain LEASH POUCH FOR ANIMAL WASTE, for which a United States Patent was granted on March 14, 2000, and accorded Patent Number 6,035,809 (the "Patent") and Ricki is the sole owner of the Patent by virtue of an assignment from Allison and Steven that is recorded with the U.S. Patent and Trademark Office at Reel 008513, Frame 0399; and,

WHEREAS, the Inventors desire to appoint Ricki as "Inventor Representative," to be their attorney-in-fact and authorized and empowered to act, for and on behalf of any or all of Inventors in connection with this Assignment, and Ricki accepts such appointment; and,

WHEREAS, the Company desires to acquire the Inventors' entire right, title and interest in and to said Patent and in and to their entire ownership right in the Letters Patent that were granted therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, in consideration of the premises, the following mutual terms, covenants and conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. The above recitals are hereby made a part of this Assignment. For the purposes of this Assignment, the term "Patent" shall also be deemed to refer to all modifications and variations thereof, as well as any trademarks, copyrights or other intellectual property associated therewith or related thereto.

2. The Inventors, jointly and severally, hereby sell, assign and transfer unto the Company all of their right, title and interest in and to the Patent in the United States and its territorial possessions and in all foreign counterparts of the Patent and all of their entire right, title and interest in and to the Letters Patent, granted therefor in the United States and its territorial possessions and any counterparts of the Letters Patent in any and all foreign countries and in and to any and all divisions, reissues, continuations, re-examinations and extensions thereof.

3. The Inventors hereby authorize and request the Patent Office Officials in the United States and in any and all foreign countries to assign said Letters Patent to the Company as the assignee of all of their right, title and interest in and to the same, for the use and on behalf of the Company, including its successors and assigns.

4. The Inventors agree to communicate to Company or its representatives any facts known to the Inventors (or any of them) respecting the Patent and to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, substitution, renewal and reissue applications, execute all necessary assignment papers to cause any and all of said

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Letters Patent to be issued with the Inventors' ownership rights assigned to the Company, make all rightful oaths and generally do everything possible to aid the Company, its successors and assigns, to obtain and enforce proper protection for the Patent in the United States and in any and all foreign countries.

5. As consideration for this Assignment, the Company shall make the following payments to the Inventor Representative:

(a) The Company will pay the amount of \$5,000 in immediately available funds within five (5) days following the parties' mutual execution of this Assignment. If this payment is not received by the Inventor Representative before the aforementioned deadline, the Inventor Representative (on behalf of the Inventors) may terminate this Assignment.

(b) The Company will pay the additional amount of \$6,000 in immediately available funds on or before April 30, 2010.

(c) The Company will pay the additional amount of \$1,000 in immediately available funds on or before each of the following dates, for an aggregate additional payment of \$7,000: May 30, 2010; June 30, 2010; July 30, 2010; August 30, 2010; September 30, 2010; October 30, 2010; and, November 30, 2010. If payment is due, but is not made within thirty (30) days following Company's receipt of written notice that it has failed to make such payment, this will constitute a "Payment Default."

(d) In the event of a Payment Default, the Company will assign the entire right, title and interest in the Patent back to Ricki, and Ricki will retain all payments that have been made up to that time.

6. The Inventors hereby appoint Ricki as "Inventor Representative," to be their attorney-in-fact and authorized and empowered to act, for and on behalf of any or all of Inventors (with full power of substitution in the premises), in connection with any matters as are reasonably necessary for the consummation of the transactions contemplated hereby including, without limitation, to execute and deliver on behalf of Inventors any documents or agreements contemplated by or necessary or desirable in connection with this Assignment. The Company shall be entitled to rely on such appointment and treat such Inventor Representative as the duly appointed attorney-in-fact of each Inventor. Each Inventor who executes this Assignment, without any further action, confirms such appointment and authority. Ricki hereby accepts her appointment as Inventor Representative.

7. The Inventors, jointly and severally, represent and warrant to the Company as follows:

(a) The execution and delivery of this Assignment will not result with the giving of notice or the lapse of time or both in a violation of any provision of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any lien, charge, pledge, security interest or other encumbrance upon the Inventors (or any of them) or the Patent pursuant to any provision of any mortgage, lien, lease, agreement, license, indenture, instrument, law, ordinance, regulation, order, arbitration award, judgment or decree to which Inventors (or any of them) is a party or by which it is bound.

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(b) There are no claims, legal actions, suits, arbitrations, governmental investigations or other legal or administrative proceedings in progress or pending, or to the knowledge of Inventors (or any of them), threatened against or relating to the Patent, and the Inventors (or any of them) know of no facts which might result in any such claim, action, suit, arbitration or other proceeding which might adversely effect the value of the Patent. There are no claims or proceedings pending, or to the knowledge of Inventors (or any of them), threatened against the Inventors (or any of them) asserting that their use of the Patent infringes the rights of any other person. The Inventors (or any of them) are not obligated to make any payments to any third parties in connection with their use of the Patent. Inventors have good and marketable title to the Patent, free and clear of all liens, and the Patent is not subject to any restrictions on transfer.

8. For the period commencing on the date hereof and terminating on the two-year anniversary of this Agreement, the Company hereby grants to Ricki a nonexclusive license under the Patent for the limited purpose of enabling Ricki to sell her existing inventory (as of March 15, 2010) of CANINE CARRY-ALL® leash pouches (the "Limited License"). On or before May 1, 2010, the Company agrees to purchase fifty (50) units of the CANINE CARRY-ALL® leash pouches for a total price of \$500. At any time and from time to time during the period of the Limited License, and/or upon expiration or termination of the Limited License, the Company shall have the right, but not the obligation, to purchase all or a portion of the then-remaining inventory at a price of \$10.00 per unit. The Limited License is expressly contingent upon Ricki's agreement not to take any actions that, in the sole discretion of the Company, diminish or harm the value of the Patent, which actions include without limitation any media advertising related to Ricki's remaining inventory. Without limiting the foregoing, the Limited License shall terminate immediately when all units of Ricki's existing inventory (as of March 15, 2010) have been sold, unless sooner terminated in accordance with this section.

9. Miscellaneous

(a) In the event there is a dispute between the parties concerning or arising out of this Assignment, the prevailing party will be entitled to attorneys' fees and costs of litigation.

(b) This Assignment constitutes the final and exclusive agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

(c) Each party agrees to perform such further acts and to execute and deliver any and all further documents that may be reasonably necessary or desirable to effectuate the purpose of this Assignment.

(d) No modification, waiver, amendment, discharge or change of this Assignment shall be valid unless the same is in writing and signed by the parties.

(e) This Assignment shall not be construed or interpreted against any one party.

(f) If any provision or other portion of this Assignment shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of

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competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Assignment shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

(g) Each and all covenants and conditions of this Assignment shall inure to the benefit of, and shall be binding upon, the successors in interest, assigns, and legal representatives of the parties hereto.

(h) The parties hereby agree that this Assignment shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard or reference to its conflict of law principles.

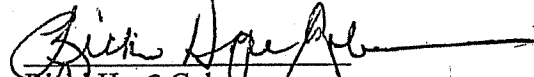
This Assignment may be signed in one or more counterparts, all of which collectively shall constitute one and the same instrument.

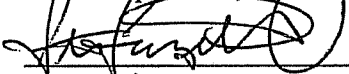
[Signature Page Immediately Follows.]

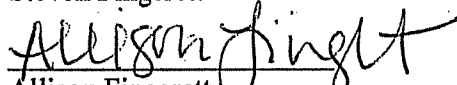
A handwritten signature in black ink, appearing to be the initials 'CE' or similar, located to the right of the signature line.

IN WITNESS WHEREOF, the parties have executed this Patent Assignment as of the date first set forth above.

INVENTORS:


Ricki Hope Gale

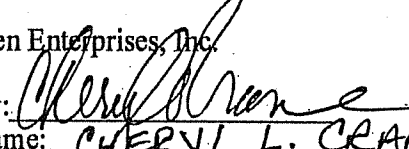

Steven Fingerett


Allison Fingerett

THE COMPANY:

POOPY POCKETS, LLC

By: Kaizen Enterprises, Inc.

By: 
Name: CHERYL L. CRANE
Title: PRESIDENT

Date: March 30, 2010