

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mark Ammons	05/26/2010
Donald W. Shepherd	05/26/2010
RECEIVING PARTY DATA	
Name:	Caldwell Tanks, Inc.
Street Address:	4000 Tower Road
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40219
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29362444
CORRESPONDENCE DATA	
Fax Number:	(502)588-1982
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	5025841135
Email:	LMiller@middreut.com
Correspondent Name:	MIDDLETON REUTLINGER
Address Line 1:	401 S. 4TH STREET
Address Line 2:	BROWN & WILLIAMSON TOWER
Address Line 4:	Louisville, KENTUCKY 40202
ATTORNEY DOCKET NUMBER:	ZP262-10009
NAME OF SUBMITTER:	Scott Higdon
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 29362444

ASSIGNMENT

Mark Ammons, whose mailing address is 1136 Carriage Lane, New Albany, IN, 47150, USA; and

Donald W. Shepherd, whose mailing address is 159 Adams Pike, Shelbyville, KY, 40065, USA.

(the "Assignors") have invented certain improvements related to an abatement system (the "Invention"), which is disclosed in an application for United States Letters Patent entitled **Misting Array Frame Structure**, which was filed in a U.S. Design Patent Application Serial Number 29/362,444, filed on May 25, 2010 (the "Application");

AND WHEREAS, Caldwell Tanks, Inc., a Kentucky Corporation, whose principal place of business is located at 4000 Tower Road, Louisville, KY 40219, together with any successors, legal representatives, or assigns thereof, (the "Assignee"), desires to acquire the entire right, title, and interest in and to the Intellectual Property (defined below), and any United States and foreign patents to be obtained therefor;

NOW THEREFORE, the Assignors hereby assign, convey, and transfer unto Assignee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the entire right, title, and interest in and to:

said Invention;

said Application, including any and all divisions, continuations, continuations-in-part, non-provisionals claiming priority or relationship to any of the aforesaid, any related provisionals, and any reissues and reexaminations thereof;

any and all Letters Patent of the United States and all countries foreign thereto, which may be granted or have been granted for any of the aforesaid, and any and all reissues and reexaminations thereof;

any and all priority rights, convention rights, and other benefits accruing or to accrue to the Assignors with respect to the filing of applications for patents or the securing of patents in the United States and countries foreign thereto; and

any and all rights to recover damages for past infringement of any and all said Letters Patent (collectively, all of the aforesaid is the "Intellectual Property");

AND THE ASSIGNORS HEREBY AGREE to sign and execute all necessary and lawful future documents, including additional applications related to the Intellectual Property, and/or any applications for reissue or reexamination of any Letters Patent which may be granted for said Intellectual Property, which the Assignee may from time to time require and prepare at Assignee's expense;

AND THE ASSIGNORS HEREBY AUTHORIZE AND REQUEST the United States Patent and Trademark Office, and any offices of foreign countries whose duty it is to issue

patents, to issue any Letters Patent granted upon said Application and for said Invention to Assignee.

ASSIGNORS:

	<u>Mark Ammons</u> Mark Ammons	<u>5/26/10</u> DATE
COMMONWEALTH OF KENTUCKY)) SS:	
COUNTY OF))	
Subscribed, sworn and acknowledged before me by the above-listed inventor this <u>26th</u> day of <u>May</u> , 2010.		
<u>9/05/2011</u> My Commission expires	<u>Nuvia F. Morris</u> Notary Public (Signature)	

	<u>Donald W. Shepherd</u> Donald W. Shepherd	<u>05/26/2010</u> DATE
COMMONWEALTH OF KENTUCKY)) SS:	
COUNTY OF))	
Subscribed, sworn and acknowledged before me by the above-listed inventor this <u>26th</u> day of <u>May</u> , 2010.		
<u>9/05/2011</u> My Commission expires	<u>Nuvia F. Morris</u> Notary Public (Signature)	