

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Carl E. Whitaker	06/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Value Plastics, Inc.
Street Address:	3325 Timberline Road
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80525
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	12818973
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	470329-138/P191279.US.02
NAME OF SUBMITTER:	Brad J. Hattenbach
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

CH \$40.00 12818973

**ASSIGNMENT**

WHEREAS, I, **Carl T. Whitaker**, residing at 18726 WCR 3, Berthoud, Colorado 80513, (hereinafter, the "Assignor"), for which I have made application for Letters Patent in the United States ("U.S."), entitled "Multi-Port Valve," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/818,973 filed on June 18, 2010 (the "Application") with attorney docket no. P191279.US.02; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Application, and any 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");

WHEREAS, **Value Plastics, Inc.**, a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 3325 Timberline Road, Fort Collins, Colorado 80525 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to 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 transfer 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 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, 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 Application and otherwise take advantage of the provisions of any international conventions.

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


Date: June 22, 2010

By:   
Carl T. Whitaker

STATE OF Colorado )  
COUNTY OF Larimer ) §§

On this 22 day of June, 2010, 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**

**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.

Value Plastics, Inc.

Date: June 22, 2010

By: *Bruce Williams*

Name: Bruce Williams

Title: CEO

STATE OF Colorado )  
COUNTY OF Larimer ) §§

On this 22 day of June, 2010, before me a Notary Public in and for said county, personally appeared Bruce Williams, the above-mentioned representative of the Assignee, Value Plastics, 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.

(S E A L)

*Rhonda Maxey*  
Notary Public

My commission expires: April 18, 2012.



MY COMMISSION EXPIRES:  
April 18, 2012