## PATENT ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATURE OF CONVEYANCE:		ASSIGNMENT			
CONVEYING PARTY DATA					
M			lame Execution Date		
Kenneth A. Hair				01/06/2011	
RECEIVING PARTY DATA					
Name:	Water Pik, Inc.				
Street Address:	1730 East Pr	1730 East Prospect Road			
City:	Fort Collins	Fort Collins			
State/Country:	COLORADO	COLORADO			
Postal Code:	80553-0001				
PROPERTY NUMBERS Total: 1					
Property T	уре		Number		
Application Number: 129		12970	)854		0852
Application Number: 12970854   CORRESPONDENCE DATA					
Fax Number (202) 620, 2450					00
Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 303-629-3400					\$40.00
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					СН
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Address Line 2: Suite 400   Address Line 4: Denver, COLORADO 80202-5549					
ATTORNEY DOCKET NUMBER:			P216341.US.02		
NAME OF SUBMITTER:			Elissa Asaro fbo Lee R. Osman		
Total Attachments: 3     source=ExecutedAssignmentP216341US02#page1.tif     source=ExecutedAssignmentP216341US02#page2.tif     source=ExecutedAssignmentP216341US02#page3.tif					

## ASSIGNMENT

WHEREAS, I, Kenneth A. Hair, residing at 4656 Westridge Drive, Fort Collins, Colorado 80526 (hereinafter, 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 "Faceted Nasal Seal," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 12/970,854, filed on December 16, 2010 (the "Utility Application") with attorney docket no. P216341.US.02 and PCT Application No. PCT/US2010/60901, titled "Faceted Nasal Seal," filed on December 16, 2010, with attorney docket no. P216341.WO.01 (the "Foreign Application"); 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 (the "Assignee"), by an earlier Assignment recorded on August 27, 2010, at Reel 024901, Frame 0352, owns all right, title and interest in and to the U.S. Provisional Application No. 61/369,378, filed July 30, 2010 and titled "Faceted Nasal Seal";

WHEREAS, to the extent that Assignor now owns any right, title and interest in the invention described and claimed in the Utility Application and the Foreign Application not already transferred to Water Pik, Inc. by the earlier Assignment, Assignor is desirous of assigning such interest and the Utility Application, and the Foreign 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 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 or be lodged in relation thereto, 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 Foreign 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 and Foreign Application once known.

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

Date: 01/06/11

STATE OF <u>(blorado</u>) ss. COUNTY OF <u>larimer</u>) ss.

emi Bv: C

On this  $\underline{b}$  day of  $\underline{Jaman}$ , 2011, before me a Notary Public in and for said county, personally appeared Kenneth A. Hair 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 <b>TERESA RICKETTS</b> NOTARY PUBLIC	Indato		
STATE OF COLORADO	Notary Public		
My Commission Expires Sept. 20, 2011			
My commission expires:	-20-11		

## 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: 1/05/2011

By: Name: RICHARD Title: V. P. OPERATIONS

STATE OF	Colorado	)	
COUNTY OF_		) s )	S.

On this <u>6</u><sup>h</sup> day of <u>Jaman</u>, 2011, before me a Notary Public in and for said county, personally appeared <u>Lichard ( Arsenher</u>, 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.

(SEAL) TERESA RICKETTS	
NOTARY PUBLIC STATE OF COLORADO	Notary Public
My Commission Expires Sept. 20, 2017 My commission expires:	-20-11