## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Joseph W. Cacka	08/05/2011
Kenneth A. Hair	08/05/2011

#### RECEIVING PARTY DATA

Name:	Water Pik, Inc.
Street Address:	1730 East Prospect Road
City:	Fort Collins
State/Country:	COLORADO
Postal Code:	80553-0001

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13188140

#### CORRESPONDENCE DATA

Fax Number: (303)629-3450

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 303-629-3400

Email: asaro.elissa@dorsey.com

Correspondent Name: Lee R. Osman / Dorsey & Whitney LLP

Address Line 1: 1400 Wewatta Street

Address Line 2: Suite 400

Address Line 4: Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	P191586.US.02
NAME OF SUBMITTER:	Elissa Asaro fbo Lee R. Osman

#### Total Attachments: 4

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PATENT REEL: 026769 FRAME: 0995 CH \$40.00 15188

## **ASSIGNMENT**

WHEREAS, we, Joseph W. Cacka, residing at 204 East Iowa, Berthoud, Colorado 80513 and Kenneth A. Hair, residing at 4656 Westridge Drive, Fort Collins, Colorado 80526 (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 "Oscillating Spray Tip for Oral Irrigator," which can be identified in the United States Patent and Trademark Office ("USPTO") by Application No. 13/188,140, filed on July 21, 2011 (the "Utility Application") with attorney docket no. P191586.US.02; 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 24, 2010, at Reel 024880, Frame 0126, owns all right, title and interest in and to the U.S. Provisional Application No. 61/367,263, filed July 23, 2010 and titled "Oscillating Spray Tip for Oral Irrigator";

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,

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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.

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

Date: 8/5/2011	By: Joseph W. Carlo
,	Joseph W. Cacka
STATE OF <u>Colorado</u> )	
COUNTY OF Lariner ) ss.	•
said county, personally appeared Joseph	, 2011, before me a Notary Public in and for W. Cacka who executed the foregoing instrument and I delivered the same instrument as a free and voluntary nerein expressed.
TERESA RICKETTS Notary Public State of Colorado	Notary Public
My commission expires:	-20-15

IN WITNESS WHEREOF, t	the Assignor hereunto has executed this Assignment upon
the date indicated below.	
Date: August 5,20	// By: Kenneth A. Hair
2	
STATE OF <u>Colorado</u>	)
COUNTY OF Larimer	) SS.
COUNTY OF LATTICE	)
said county, personally appeared h	Sust, 2011, before me a Notary Public in and for Kenneth A. Hair who executed the foregoing instrument and led and delivered the same instrument as a free and voluntary
act for the purposes and considera	
act for the purposes and considera	mone therein expressed.
THE COLUMN	
TERESA RICKÉTTS	
Notary Public State of Colorado	Notary Public
State of Colorado	Notally Fublic
My commission evnires:	9-20-15

## **ACCEPTANCE OF ASSIGNMENT**

Water Pik, Inc.

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.

Date: 8/5/2011

By: Quant Myentien

Name: PICHAPD C ARGENTIEE

Title: V, P. OPERATIONS

STATE OF Qay of Angust , 2011, before me a Notary Public in and for said county, personally appeared Chard C. Angust (Pt.) 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.

TERESA RICKETTS

Notary Public

State of Colorado

Notary Public

IVIV commission expires: