

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Terry Dunkle	09/30/2011
RECEIVING PARTY DATA	
Name:	DietPower, Inc.
Street Address:	7 Kilian Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06811
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6288717
CORRESPONDENCE DATA	
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Address Line 4:	Danbury, CONNECTICUT 06810
NAME OF SUBMITTER:	Peter A. Arturi
Total Attachments: 2 source=Dunkle_Assignment_of_Patent_Rights_to_DietPower_093011#page1.tif source=Dunkle_Assignment_of_Patent_Rights_to_DietPower_093011#page2.tif	

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PATENT
REEL: 027118 FRAME: 0829

Assignment of Patent Rights

Whereas, Terry Dunkle, with an address at 7 Kilian Drive, Danbury, Connecticut 06811, (hereinafter "Assignor") is the owner of United States patent no. 6,288,717 (the "Patent"); and

Whereas, DietPower, Inc., a Delaware corporation, with an address at 7 Kilian Drive, Danbury, Connecticut 06811 (hereinafter "Assignee") is desirous of acquiring the right, title and interest in, to and under the said Patent.

Now, Therefore,

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee the entire right, title, and interest, everywhere in the world, to

- (a) the Patent,
 - (b) any patent applications and/or patents that may claim priority of the items in (a) (including but not limited to continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisionals, substitutes, reissues, reexaminations, or extensions thereof, together with all priority rights and foreign counterpart applications under any existing or future international patent conventions, agreements, or treaties),
 - (c) any patent that may be granted on any patent application in (a) or (b), and
 - (d) any other rights in the invention described in any of (a), (b) or (c) including rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of (a), (b), or (c) and the inventions, invention disclosures, and discoveries therein;
- (all of the foregoing in (a)-(d), collectively, the "Patents");
- (e) the right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) under all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and all other enforcement rights and remedies (past, present, and future whether known or unknown) under, or on account of, any of the Patents;
 - (f) any past, current, or future right to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing; and
 - (g) rights of cooperation assigned or granted by any third party under or on account of any of the Patents and/or any of the foregoing (all of the foregoing (a)-(g), the "Assigned Patent Rights").

The terms and conditions of this Assignment will inure to the benefit of Assignee, its successors, assigns, and other legal representatives and will be binding upon Assignor, its heirs, successors, assigns, and other legal representatives.

IN WITNESS WHEREOF this Assignment of Patent Rights is executed at Danbury,
Connecticut on September 30, 2011.

Terry Dunkle
Terry Dunkle

STATE OF CONNECTICUT)
) ss. Danbury
COUNTY OF FAIRFIELD)

On the above date, before me, the undersigned Notary Public in and for said State, personally appeared Terry Dunkle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Paralel S. [Signature]
Notary Public
My Commission Expires: 8-30-2015

PAMELA L. NIMPHIUS
NOTARY PUBLIC 2012
MY COMMISSION EXPIRES SEPT. 30, 2002