501915438 05/09/2012

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Scott Mullaly	05/09/2012

RECEIVING PARTY DATA

Name:	Zest IP Holdings LLC	
Street Address:	2061 Wineridge Place, Suite 100	
City:	Escondido	
State/Country:	CALIFORNIA	
Postal Code:	92029	

PROPERTY NUMBERS Total: 2

Property Type	Number	
Application Number:	12822852	
PCT Number:	US2010039830	

CORRESPONDENCE DATA

Fax Number:

Email: jkim@mayerbrown.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Jonathan Kim
Address Line 1: Mayer Brown LLP
Address Line 2: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 10333878

NAME OF SUBMITTER: Jonathan Kim

Total Attachments: 2

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PATENT

REEL: 028182 FRAME: 0340

SOLE ASSIGNMENT

Attorney Docket No. 10333878

ASSIGNMENT

WHEREAS, I, Scott Mullaly, having my residence as set forth below, hereinafter referred to as "ASSIGNOR", have invented a certain invention for:

O-RING INSERTION TOOL AND METHOD

as described and set forth in U.S. Patent Application No. 12/822,852 filed on 06/24/2010 and PCT International Patent Application No. PCT/US2010/039830 filed on 06/24/2010, preparatory to obtaining Letters Patent of the United States therefor; and

WHEREAS, Zest IP Holdings LLC, hereinafter referred to as "ASSIGNEE", a company organized under the laws of Delaware, with its principal place of business at 2061 Wineridge Place, Suite 100, Escondido, CA 92029, is desirous of acquiring ASSIGNOR's entire right, title and interest in and to said invention, improvements, application and any Letters Patents which may be granted therefor or thereupon in any country, together with any and all non-provisional applications, divisions, continuations, continuations-in-part, reissues and extensions thereof in all countries throughout the world;

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over unto ASSIGNEE, its successors and assigns, the entire right, title and interest in and to said invention, improvements, and in and to said application and any Letters Patents which may be granted therefor or thereupon, together with any and all non-provisional applications, divisions, continuations, continuations-in-part, reissues and extensions thereof, and ASSIGNOR authorizes and requests the Commissioner of Patents and Trademarks to issue any Letters Patent which may be granted for or upon said invention or applications, or patents resulting therefrom, insofar as my interest is concerned, unto ASSIGNEE in accordance with this Assignment. To the extent applicable, ASSIGNOR also hereby assigns to ASSIGNEE, its successors and assigns, all right, title and interest to sue third parties for any past, present or future infringement, and to collect all damages relating thereto, of all Letters Patents assigned herein.

ASSIGNOR also assigns to ASSIGNEE, all right, title and interest in and to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs throughout the world, including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and ASSIGNOR further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE.

ASSIGNOR will communicate to ASSIGNEE, its successors and assigns or their representatives, any facts known to us respecting said invention and improvements; and, at the expense of ASSIGNEE, ASSIGNOR will fully cooperate in any legal proceedings, including any proceeding within the United States Patent and Trademark Office or other Patent Office anywhere in the world, relating thereto, sign all lawful papers, execute all non-provisional,

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PATENT REEL: 028182 FRAME: 0341

SOLE ASSIGNMENT

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divisional, continuing, continuations-in-part, reissue and substitute applications, make all rightful oaths and declarations, and, in addition, execute any and all documents required to vest title in ASSIGNEE and to aid ASSIGNEE to obtain and enforce proper protection for said invention in all countries.

ASSIGNOR covenants that ASSIGNOR has the full right to convey the interest assigned by this Assignment, and that ASSIGNOR has not executed and will not execute any agreement in conflict with this Assignment.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

NAME OF SOLE OR FIRST INVENTOR:							
Given Name (first and middle[if any])		Family Name or Surname					
Scott	Mulialy						
Inventor's Signature	MIII	<i>(</i>)		Date 5-9-12			
Residence: City	State	Country		Citizenship			
San Marcos	CA //	U.S.		U.Ş.			
Address	U	Postal Code		Country			
1785 Cassou Meadows Road		92069	_	U.S.			

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RECORDED: 05/09/2012