

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cecil McKinney	03/21/2006
RECEIVING PARTY DATA	
Name:	Covenant Partners, Inc.
Street Address:	727 Revere Beach Parkway
City:	Revere
State/Country:	MASSACHUSETTS
Postal Code:	02151
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12870758
CORRESPONDENCE DATA	
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Correspondent Name:	Marc E. Hankin
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Address Line 2:	Suite 1265
Address Line 4:	Los Angeles, CALIFORNIA 90025
NAME OF SUBMITTER:	Marc E. Hankin
Total Attachments: 2 source=Assignment - MCKINNEY TO COVENANT PARTNERS#page1.tif source=Assignment - MCKINNEY TO COVENANT PARTNERS#page2.tif	

OP \$40.00 12870758

ASSIGNMENT

WHEREAS, Cecil McKinney an individual residing at 111 Cattail Court, Kissimmee, FL 34743 (hereinafter the "Assignor") has invented a new and useful TEMPERATURE CONTROLLED PET KENNEL for which an application for Letters Patent to be filed pursuant to the Patent Cooperation Treaty has been executed by him; and

WHEREAS, Assignor believes himself to be the original, first, and sole inventor of the invention as disclosed and claimed in the PCT application for Letters Patent that will be filed on or about March 21, 2006 in the United States Patent and Trademark Office that is a continuation of that provisional United States patent application filed on May 25, 2005, serial number 60/684,328, for a Temperature Controlled Pet Carrier; and

WHEREAS, COVENANT PARTNERS, INC., a Massachusetts corporation, having a place of business at 727 Revere Beach Parkway, Revere, Massachusetts 02151 (hereinafter the "Assignee"), desires to acquire by formal, recordable assignment the entire right, title, and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto the Assignee, the entire right, title, and interest in and to the invention, the application, and any Letters Patent that might be granted for the invention in the United States and throughout the world, including the right to file foreign applications directly in the name of Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, he and his legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing Letters Patent in the United States and throughout the world for the invention, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to the invention, the application, and any Letters Patent granted for the invention in the United States and throughout the world. In addition, Assignor does hereby make, constitute and appoint Assignee, or any officer or agent of Assignee, Assignor's true and lawful

attorney-in-fact, with power of substitution, to enforce every such contract, permit, license, claim, demand or right, with respect to the Assigned Patent and do any and all things necessary to be done as fully and effectually as Assignor might or could do, and hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable.

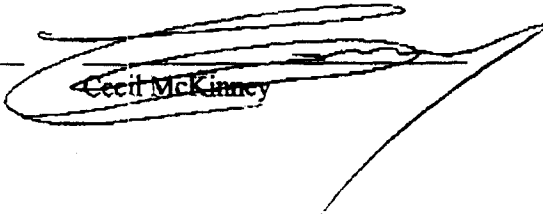
Assignor represents and warrants that he has not granted and will not grant to others any rights inconsistent with the rights granted by this Assignment. Assignor further represents and warrants that he does not know of any improvements to the invention other than what has been disclosed in the application and/or has been communicated to the patent attorney(s) prosecuting said application. Assignor has not filed any other patents relating in any way to the Assigned Patent and agrees not to do so other than in his role as an employee of the Assignee.

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and of all foreign countries to issue any Letters Patent granted for the invention, whether on the application or on any subsequently filed division, continuation, continuation-in-part, or reissue application, to Assignee, or its successors or assigns, as the assignee of the entire interest in the invention.

IN WITNESS WHEREOF, Assignor has executed this Assignment.

Assignor

Date: 3-21-2006


Cecil McKinney