

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Allen Leroy Stein	09/08/2011
RECEIVING PARTY DATA	
Name:	KAL Holdings, Inc.
Street Address:	2189 River Road
City:	Grand Junction
State/Country:	COLORADO
Postal Code:	81505
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13820476
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	QP-0.016
NAME OF SUBMITTER:	Albert Haegele
Total Attachments: 3 source=20110908--QP-0-005--SIGNED-STEIN-ASSIGNMENT#page1.tif source=20110908--QP-0-005--SIGNED-STEIN-ASSIGNMENT#page2.tif source=20110908--QP-0-005--SIGNED-STEIN-ASSIGNMENT#page3.tif	

OP \$40.00 13820476

## ASSIGNMENT

This Assignment Agreement ("Agreement") is entered into and made effective as of the date set forth below, by and between the following parties: **Allen Leroy Stein** ("Inventor") and **KAL Holdings, Inc.**, a Colorado Corporation, (Assignee).

## BACKGROUND

The Inventor, **Allen Leroy Stein**, whose address is 3366 F. Road, Clifton, Colorado 81520, has invented certain new and useful improvements for a **Modular, Dynamically Sized and Shaped, Industrial-Liquid Containment System and Methods of Use**, for which one or more applications for Letters Patent of the United States have been filed or will be filed, said already-filed applications including U.S. Patent Application No. 61/381,168, filed on September 9, 2010, for "Liquid Containment System". Collectively, all of the aforementioned patent applications and related inventive disclosures are hereafter referred to as "the present invention".

The Assignee, **KAL Holdings, Inc.**, a Colorado Corporation whose address is 2189 River Road, Grand Junction, Colorado 81505, desires to obtain full title to all intellectual-property rights associated with the aforementioned present invention.

**THEREFORE**, the above-captioned parties, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, agree as follows:

1. In exchange for ONE DOLLAR (\$1) and other good and valuable consideration from the Assignee, the receipt of which is hereby acknowledged by the Inventor, the Inventor has sold, assigned, and transferred, and by these presents do hereby sell, assign and transfer unto the Assignee, its successors, and its assigns, the entirety of the Inventor's right, title, and interest in and to the present invention, said patent applications, all divisions, continuations, continuations-in-part, reissues, or renewals thereof, and the Letters Patent, both foreign and domestic, that may or shall issue therefrom, including all reissues or extensions of such patents and including 100% of the Inventor's rights under the International Convention (collectively "the Patent Rights"), and the Inventor does hereby authorize and request the Commissioner of Patents to issue said Letters Patent(s) to include the Assignee in accordance herewith.
2. The Inventor represents and warrants that the Inventor has the right and authority to execute this Assignment and has the right to convey all of the Inventor's right, title, and interest in the present invention, and that the Inventor has not conveyed nor will convey hereafter all or part of the right, title, and interest in the present invention to a third party; and the Inventor does hereby covenant and agree with the Assignee, its successors, and its assigns, that the Inventor shall not execute in writing or do any act whatsoever conflicting with these presents, and that the Inventor, or the Inventor's executors or administrators, shall at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and its assigns, execute such additional writings and do such additional acts as the Assignee, its successors, and its assigns, 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, continuation, continuation-in-part, divisional, reissued, or extended Letters Patent of the United States, or of any and all foreign countries on the

present invention, and in enforcing any rights occurring as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents.

3. All applications for Letters Patents in any foreign countries regarding the present invention, whether or not claiming the benefit of the filing date of said United States application(s) and/or otherwise taking advantage of the provisions of the International Convention, shall be applied for in both party's names, unless otherwise agreed to in writing.
4. Unless otherwise agreed to in writing by both parties, this Agreement shall not apply to any future new invention that forms the basis of one or more new patent applications that do not claim the benefit of any of the aforementioned patent applications, even if the new invention is a novel and unobvious improvement of the present invention.
5. **No Implied Waiver:** The failure of either party to enforce any right resulting from breach of any provision of this Agreement shall not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
6. **Governing Law:** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.
7. **Arbitration:** Any dispute, controversy or claim, whether based on contract, tort, statute, or other legal or equitable theory arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") in Denver, Colorado in accordance with its Commercial Arbitration Rules and its Optional Procedures for Large, Complex Commercial Disputes, provided that a party may seek appropriate interim injunctive relief pending the formation of the arbitration panel. The arbitration proceedings shall be confidential.
8. **Integration:** This Agreement memorializes the entire agreement, written or verbal, between the parties with respect to the above-mentioned invention. This Agreement may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties shall not be affected by this Agreement.
9. **Binding Nature of the Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
10. **Provisions Separable:** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected, or rendered invalid or unenforceable, by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

In Witness Whereof, we have hereunto set our hands and affixed our seals on the dates indicated below.

Date: \_\_\_\_\_

Allen Leroy Stein (Inventor):

Allen Leroy Stein  
Signature

2189 River Rd GT Co 81505  
Address/City/State/Zip

KAL Holdings, Inc.:

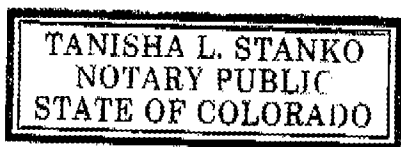
Allen Leroy Stein  
Signature

Printed Name and Title

2189 River Rd GT Co 81505  
Address/City/State/Zip

Subscribed to and sworn to before me  
on this 8<sup>th</sup> day of September 2011.

Tanisha Stanko  
Notary Public  
Notary Seal



My Commission Expires 11/10/2012.