

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT						
NATURE OF CONVEYANCE:	ASSIGNMENT						
CONVEYING PARTY DATA							
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>JOHN M. LIPSCOMB</td> <td>09/30/2013</td> </tr> <tr> <td>QING HE</td> <td>10/11/2013</td> </tr> </tbody> </table>		Name	Execution Date	JOHN M. LIPSCOMB	09/30/2013	QING HE	10/11/2013
Name	Execution Date						
JOHN M. LIPSCOMB	09/30/2013						
QING HE	10/11/2013						
RECEIVING PARTY DATA							
Name:	PIONEER PET PRODUCTS, LLC						
Street Address:	N144 W5660 PIONEER ROAD						
City:	CEDARBURG						
State/Country:	WISCONSIN						
Postal Code:	53012						
PROPERTY NUMBERS Total: 1							
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>14021396</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	14021396		
Property Type	Number						
Application Number:	14021396						
CORRESPONDENCE DATA							
Fax Number:	(414)225-9753						
Phone:	414-225-9755						
Email:	docketing@boylefred.com						
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>							
Correspondent Name:	BOYLE FREDRICKSON S.C.						
Address Line 1:	840 NORTH PLANKINTON AVENUE						
Address Line 4:	MILWAUKEE, WISCONSIN 53203						
ATTORNEY DOCKET NUMBER:	91.216						
NAME OF SUBMITTER:	DAVID D. STEIN						
Signature:	/David D. Stein/						
Date:	10/15/2013						
Total Attachments: 3 source=14021396 Assignment#page1.tif source=14021396 Assignment#page2.tif source=14021396 Assignment#page3.tif							

CH \$40.00 14021396

ASSIGNMENT

ASSIGNMENT made by, **JOHN M. LIPSCOMB**, of 193 Granville Road, Cedarburg, Wisconsin 53012, and **QING HE**, of 1845 Turnpike Street, North Andover, Massachusetts 01845, to **PIONEER PET PRODUCTS, LLC**, a limited liability corporation organized under the laws of the State of Wisconsin, and located and doing business at N144 W5660 Pioneer Road, Cedarburg, Wisconsin 53012, U.S.A.

IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, said **JOHN M. LIPSCOMB** and **QING HE**, hereby sell, assign and transfer to said **PIONEER PET PRODUCTS, LLC**, its successors and assigns, the entire right, title and interest in:

**INTERCHANGEABLE FLOW DIRECTING ORIFICE INSERTS AND
RECIRCULATING PET FOUNTAIN WITH FLOW DIRECTING ORIFICE
INSERTS**

and the invention therein as set forth in their application for United States Letters Patent therefor, Serial No. 14/021,396, filed September 9, 2013, and in and to said application and any divisions or continuations thereof, and any Letters Patent obtained for the said invention in the United States and foreign countries, or issuing out of said application or any such division or continuation thereof, and any reissues or extensions of any such Letters Patent.

The Commissioner of Patents is hereby authorized and requested to issue Letters Patent for said invention to said **PIONEER PET PRODUCTS, LLC**, as assignee of the entire right, title and interest therein.

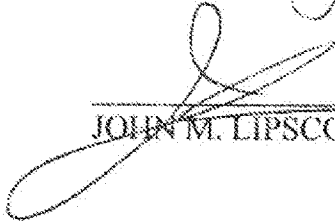
And, said **JOHN M. LIPSCOMB** and **QING HE**, hereby covenant that they have full right to convey the entire right, title and interest in said invention, and that they have not executed and will not execute any agreement in conflict herewith.

And, they further covenant that they will, at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to perfect the title in said **PIONEER PET PRODUCTS, LLC**, to said invention or any Letters Patent that may be granted therefor, and that if said **PIONEER PET PRODUCTS, LLC**, or its assignee, desires to make a substitute, divisional or continuation application for said invention, or to secure a reissue or extension of said Letters Patent, to file a disclaimer relating thereto, or an application for a corresponding patent in any foreign country, that they will, upon request, sign all papers, make all rightful oaths, and do all lawful acts requisite for the said purpose, but at the expense of said **PIONEER PET PRODUCTS, LLC**.

And, they further covenant and acknowledge that the entire beneficial interest in the invention to which the above application relates is irrevocably vested in the assignee including the right to make applications for protection in all countries abroad and to claim priority under the International Convention for such applications and hereby assent to the making of any such applications, with or without priority claim, and of any divisional applications resulting therefrom.

And, they further covenant that they will at all times, communicate to the said **PIONEER PET PRODUCTS, LLC**, its successors, assigns, or legal representatives, all facts relating to said invention and Letters Patent, or the history thereof, known to them, and testify as to the same in interferences or other litigation when requested so to do.

Executed and delivered this 30 day of Sept, 2013

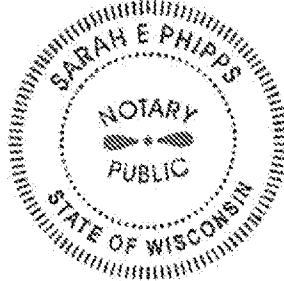


JOHN M. LIPSCOMB

STATE OF WI)
) : ss
COUNTY OF Ozaukee)

Personally appeared before me this 30th day of September, 2013,
JOHN M. LIPSCOMB, to me known to be the person whose name is subscribed to the
foregoing instrument, and acknowledge that he signed, sealed and delivered the said
instrument as his free and voluntary act and deed for the uses and purposes therein set
forth.

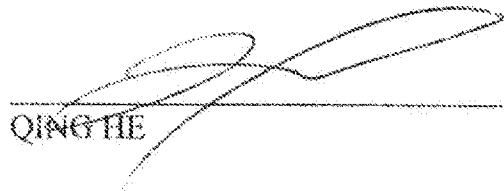
(SEAL)



Sarah E Phipps

Notary Public
My Commission expires 11/30/2014

Executed and delivered this 11 day of October, 2013

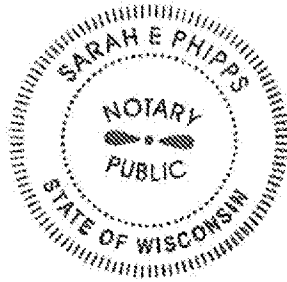


QING HE

STATE OF WI)
) : ss
COUNTY OF Ozaukee)

Personally appeared before me this 11 day of October, 2013,
QING HE, to me known to be the person whose name is subscribed to the foregoing
instrument, and acknowledge that he signed, sealed and delivered the said instrument as
his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)



Sarah E Phipps

Notary Public
My Commission expires 11/30/2014