

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
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DAVID D. LEAVITT	01/22/2016
JOHN R. BERGIDA	01/22/2016
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
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DATE SIGNED:	08/30/2016
Total Attachments: 3	
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ASSIGNMENT

We, **David D. Leavitt** of Edmond, Oklahoma and **John R. Bergida** of Overland Park, Kansas ("Inventors"); all citizens of the United States of America; have invented certain new and useful

COOLING AGENT FOR COLD PACKS AND FOOD AND BEVERAGE CONTAINERS
for which we filed U.S. Patent Application Serial No. 62/211,606 on August 28, 2015 and PCT Patent Application PCT/US2015/047564 on August 28, 2015.

Frosty Cold, LLC, having its principal place of business at 7500 College Blvd, 5th Floor, Overland Park, KS 66210 ("Company"), is desirous of acquiring all rights, title, and interests in and to Inventors' invention, all patent applications for the invention, and all patents which may be granted for or upon the invention and applications in the United States of America and anywhere in the world.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Inventors each irrevocably assign and transfer to Company the full and exclusive right, title, and interest, throughout the world, in and to the following:

- (a) the invention as set forth and described, for example, in the patent application specification(s) accompanying Inventors' executed declarations;
- (b) all United States patent applications for the invention;
- (c) any and all refilings, divisions, continuations, and continuations-in-part of those United States patent applications;
- (d) any and all patents of the United States of America which may issue from any of the above items;
- (e) any and all reissue and reexamination certificates of those United States patents;
- (f) any and all applications for the invention filed in any and all countries foreign to the United States of America;
- (g) any and all refilings, divisions, and continuations of those foreign-filed applications;
- (h) any and all patents, certificates, and registrations of countries foreign to the United States of America which may issue from those foreign-filed applications, refilings, divisions, and continuations;
- (i) any and all extensions of, and additions to, the foreign-filed applications and patents, certificates, and registrations related thereto; and

- (j) any and all claims, causes of action, and damages for past, present, and future infringement or other unauthorized use of the above items, along with the right to sue for and to collect damages and other relief.

Inventors each further agree that upon request Inventors will promptly provide Company or its legal representatives all pertinent facts and documents relating to the invention and all other items listed above, and Inventors will testify as to the same in any interference, litigation, or proceeding related thereto. Further, Inventors will promptly execute and deliver to Company or its legal representatives any and all papers, instruments, and affidavits required to apply for, obtain, maintain, issue, and enforce all of the items listed above.

All of the above shall be held and enjoyed by Company and its successors, legal representatives, and assigns for their own use and benefit, for the full term for which the protections listed above may be granted, and Inventors hereby authorize and request the Commissioner of Patents and Trademarks to issue patents to Company in accordance with this Assignment.

This Agreement does not create any agency, employment, or partnership relationship between the parties. Unless set forth in a separate writing signed by Company, Inventors have no right or interest in any proceeds related in any way to the items listed above.

This Agreement is an integrated agreement that contains the entire understanding between the Parties regarding the matters addressed herein and may not be amended, extended or otherwise modified except by written agreement of the parties. This Agreement shall prevail over all prior communications between and among the parties or their representatives regarding the matters addressed herein.

The parties expressly agree that this Agreement shall not be construed against any party on the ground that such party was responsible for the preparation of this Agreement, or on any related ground. All terms contained herein shall be construed as singular, plural, masculine, feminine, or neuter, as context requires.

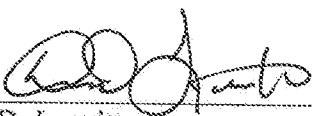
Should any provision of this Agreement be determined to be void, unenforceable, or against public policy, such provision may be altered in time or scope in order to give effect to such provision. If such alteration is not possible, such provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect, so long as the original intent of this Agreement remains substantially intact.

Docket: 573472 & 573471

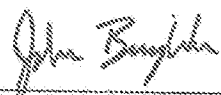
IN WITNESS WHEREOF, this Agreement is executed on the date(s) set forth below.

Inventors:

1-22-2016
Date:


David D. Leavitt

1/22/2016
Date:


John R. Bergida