

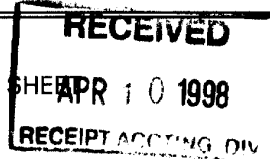
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FORM PTO-1595
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04-22-1998



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Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Hi-Life Rubber U.S.A., Inc. and Reed A. Larson

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Avon Hi-Life, Inc.

Address: 110 Lincoln Street

City: Johnson Creek State: WI Zip: 53038-0009

Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other

Execution Date: April 9, 1998

4. Application number(s) or patent number(s):

A. Patent Application No.(s) See Attached
Filed:

B. Patent No.(s)

See Attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Glenn A. Busé
Michael Best & Friedrich LLP
Suite 3300
100 East Wisconsin Avenue
Milwaukee, WI 53202-4108

6. Total number of applications and patents involved:
12

7. Total fee (37 CFR 3.41):.....\$ 480.00

Enclosed

Deficiencies in fee charged to Deposit Account

8. Deposit account number: 133080

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Glenn A. Busé (Reg. No. 24,217)

Name of Person Signing

Signature

April 17, 1998

Date

Attorney File 45011/9019

Total number of pages including cover sheet, attachments, and document: 4

OMB No. 0651-0011 (exp. 4/94) H:\PF\FORM\ASSIGN.CS2

04/21/1998 SSMITH 00000032 4324201

cc: Docketing
01 FC 1581

480.00 DP

PATENT
REEL: 9168 FRAME: 0815

SCHEDULE B

U.S. Patents and Patent Applications
Owned Solely by Hi-Life

1. Patents

Title	Patent No.	Grant Date
Milking Inflation	4,324,201	04/13/82
Milking Inflation	4,332,215	06/01/82
Milking Inflation	4,372,250	02/28/83
Milking Inflation Including Air Vent	4,604,969	08/21/86
Milking Inflation	4,745,881	05/24/88
Milking Inflation	4,756,275	07/12/88
Milking Machine Teat Cup Assembly	5,007,378	04/16/91
Milking Inflation	5,572,947	11/12/96

2. Pending Applications

Title	Application No.	Filing Date
Milking Inflation	06/074,626	02/13/98

SCHEDULE C

U.S. Patents and Patent Application
Jointly Owned by Hi-Life and Merrick

1. Patents

Title	Patent No.	Grant Date
Animal Feeding Nipple	5,474,028	12/12/95

2. Pending Application

Title	Application No.	Filing Date
Animal Feeding Nipple	08/571,346	07/ /97

SCHEDULE D

U.S. Patent in Larson's Name

Title	Patent No.	Grant Date
Silicone Milking Unit	4,651,676	03/24/87

ASSIGNMENT

Hi-Life Rubber U.S.A., Inc., a Wisconsin corporation having its principal place of at 110 Lincoln Street, Johnson Creek, Wisconsin 53038-0009, formerly known as Hi-Life Rubber, Inc., (collectively "Hi-Life") is the sole owner of the United States trademarks and trademark registrations listed in attached Schedule A, the sole owner of the United States patents and pending patent application listed in attached Schedule B, joint owner of the United States patent and pending patent application listed in attached Schedule C, sole owner of the foreign trademarks and trademark registrations listed in attached Schedule E, sole owner of the foreign patents listed in attached Schedule F, and a joint owner of the foreign patent listed in attached Schedule G.

Hi-Life and Avon Hi-Life, Inc., a Wisconsin corporation having a place of business at 110 Lincoln Street, Johnson Creek, Wisconsin 53038-0009 ("Assignee") have entered into an Asset Purchase Agreement under which Hi-Life agrees to assign to Assignee all its right, title and interest in all its intellectual property, including but not limited to, all U.S. and foreign patents and pending patent applications and all U.S. and foreign trademarks and trademark registrations.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hi-Life assigns to Assignee all its right, title and interest in and to the U.S. and foreign trademarks listed in Schedules A and E, together with the goodwill of the business symbolized thereby, and the listed registrations, and the U.S. patents, including all reissues thereof, foreign patents and pending U.S. patent applications, including all divisional, continuation, continuation-in-part and reissue applications based thereon, listed in Schedules B, C, F and G, along with the right to sue and collect damages for all past and future infringements thereof.

Reed A. Larson, an individual residing in Watertown, Wisconsin, and an employee of Hi-life ("Larson"), by virtue of a Certificate of Correction, is named as the inventor and owner of the United States patent listed in attached Schedule D and also a joint owner of the foreign patent listed in attached Schedule G. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Larson hereby assigns to Assignee all his right, title and interest in United States Patent No. 4,651,676, including all reissues thereof, listed in Schedule D and Canadian Patent No. 1,286,250 listed in Schedule G, along with the right to sue for and collect damages for all past and future infringements thereof.

Subscribed and sworn to before me this day 9th of April 1998.

Beverly A. Grunica
Notary Public State of Wisconsin

My commission expires permanent

REED A. LARSON

Reed A. Larson
Date: 4-9-98

HI-LIFE RUBBER U.S.A., INC.

By: Leigh R. Lawer
Title: President
Date: 4/9/98

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