

09-02-1998

Sir:



Date: August 13, 1998

Transmitted herewith for
particulars apply:

100806395

document for which the following

1. Assignor: Michael Collar

8.21.98

2. Assignee: Winco Fireworks, Inc.

Address: 1415 N. Water Street
Clinton, Missouri 64735

Assignee is domiciled in the United States.

Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Type of document: ASSIGNMENT

Date Executed: February 26, 1998.

Interest conveyed: Entire Other:

4. Please record the enclosed document against the following:

patent application issued patent(s)

Application Serial No. 09/032,864, filed March 3, 1998 entitled
FIREWORKS LAUNCHING TUBE

5. Please address all correspondence concerning the recordation of this document to:

John C. McMahon, Esq.
Litman, McMahon & Brown, L.L.C.
4700 Belleview, Suite 200
Kansas City, Missouri 64112

6. Total number of patent applications involved: 1

7. Please charge Deposit Account No. 12-1660 for the total recording fee of \$_____.

Our check No. 8817 was originally enclosed to cover the total recording fee of \$ 40.00. The original Document ID No. is 100726502.

8. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

9. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original document.

Respectfully submitted,

LITMAN, MCMAHON & BROWN, L.L.C.

BY

Reg. No. 29,415

JCM:psh

4700 Belleview, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 931-1800

Total number of pages submitted 4

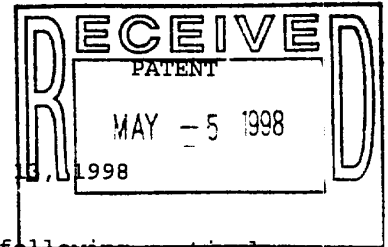
PATENT

REEL: 9410 FRAME: 0627

MRD 5-17-98

COMMISSIONER FOR PATENTS AND
BOX ASSIGNMENT
Washington, D.C. 20231

06 08 - 1998
100726502



:: May 13, 1998

Sir: .

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Reg. No. 29,415

06/02/1998 JSHADAZZ 00000023 LITMAN McMAHON

01 FC:581

40.00 DP

JCM:psh

4700 Belleview, Suite 200
Kansas City, Missouri 64112
Telephone: (816) 931-1800

Total number of pages submitted 5

A S S I G N M E N T

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign, transfer and convey to Winco Fireworks, Inc., a corporation created and existing under and by virtue of the laws of the State of Kansas, and having a principal place of business at 1415 N. Water Street, Clinton, Missouri 64735, its successors, legal representatives and assigns, the entire right, title and interest in and to my invention for improvements in FIREWORKS LAUNCHING TUBE, in and to the application for Letters Patent of the United States therefor executed by me on the 26th day of February, 1998, and in and to the Letters Patent to be issued pursuant to said application, and any divisions, continuations, reissues and extensions thereof, and all applications for Letters Patent, or similar legal protection which may hereafter be filed for said invention in any country or countries foreign to the United States, and all Letters Patent which may be granted for said invention in any country or countries foreign to the United States, and all extensions, renewals and reissues thereof or legal equivalent thereof.

I hereby authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications aforesaid, to issue all Letters Patent or similar legal protection for said invention to said Winco Fireworks, Inc., the

same to be held by said Winco Fireworks, Inc. for its own use and behoof and for the use and behoof of its successors, legal representatives, or assigns, to the full end of the term for which said Letters Patent or similar legal protection are or may be granted, as fully and entirely as the same would have been held and enjoyed by me had this assignment and sale not been made.

For said consideration, I hereby agree, upon the request of said assignee, its successors, legal representatives and assigns, to execute any and all divisional and renewal applications for said invention or improvements and any supplemental oath relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said application that said assignee, its successors, legal representatives or assigns may deem necessary or expedient, and for said considerations, I further agree, upon the request of said assignee, its successors, legal representatives or assigns, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of my ability with said assignee, its successors, legal representatives or assigns in the matters of preparing the preliminary statement and giving and producing evidence in support thereof. I hereby agree to perform, upon such request, any and all affirmative acts

to obtain said Letters Patent and vest all rights therein hereby conveyed in said assignee, its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made, and I hereby covenant and warrant that as of the date hereof I am the true and lawful owner of the entire right, title and interest in said invention, application for Letters Patent aforesaid, and the Letters Patent which may issue pursuant thereto, and have the full right and power to convey the same, and that the same is free and clear of all liens, charges and encumbrances whatsoever, and that I have not executed and will not execute any agreement in conflict herewith.

WITNESS my hand and seal this 28 day of April, 1998.

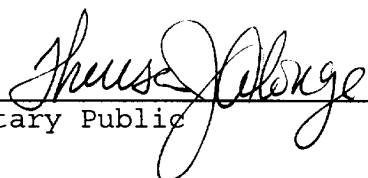


 Michael Collar

STATE OF Kansas)
) SS.
 COUNTY OF Johnson)

On this 28th day of April, 1998, before me, a Notary Public in and for the State and county aforesaid, personally appeared Michael Collar, to me known and known to me

to be the person of that name who signed and sealed the foregoing instrument, and he acknowledged the same to be his free act and deed.



Notary Public

My Commission Expires:

4-25-2000

