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TRADEMARKS & RELATED MATTERS

FACSIMILE

SEYMOUR ROTHSTEIN OF COUNSEL

October 7, 1999

10-18-1999 101173305

Assistant Commissioner for Patents Washington, D.C. 20231 BOX: ASSIGNMENT

ASSIGNMENT

Re: Recordation of Patent Assignment (Atty Docket COG-D13)

Dear Sir:

Please record the attached original Assignment document.

- 1. The name of the conveying party is Children On The Go, Inc.
- 2. The name and address of the receiving party is: Graco Children's Products Inc., 51 S. Pine Street, Elverson, Pennsylvania 19520.
- 3. The conveyance is an Assignment signed by Mark H. Greenwood on October 4, 1999.
- 4. The Patent Application against which the document is to be recorded is Serial No. 29/067,807 filed on March 20, 1997.
- 5. All correspondence concerning this document should be mailed to: Olson & Hierl, Ltd., 20 North Wacker Drive, 36th Floor, Chicago, IL 60606. Flease return original document to the attention of Michael A. Hierl.
- 6. One Patent Application is involved at a recordal fee of \$40.00. [§37 C.F.R. 1.21 (h)].
  - 7. The total fee (37 C.F.R. 3.41) of \$40.00 is enclosed.
- 8. Please credit any overpayment or charge any underpayment to Deposit Account No. 15-0508.

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PATENT REEL: 010304 FRAME: 0437 9. To the best of my knowledge and belief, the foregoing information is true and correct and the attached is the original document.

Respectfully submitted,

OLSON & HIERL, LTD.

Mighael & Wier

Enclosure

## CERTIFICATE OF MAILING

I hereby certify that this paper with attachments and fee is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail in an envelope addressed to Assistant Commissioner for Patents, Box Assignments, Washington, D.C. 20231 on October 7, 1999.

Michael A. Hierl

PATENT REEL: 010304 FRAME: 0438

## **ASSIGNMENT**

WHEREAS, CHILDREN ON THE GO, INC, an Illinois corporation, having a place of business at 860 Chaddick Drive, Suite E, Wheeling, Illinois 60090-0462, is the sole and exclusive owner, by assignment dated December 10, 1997, and recorded on \*\_\_\_\_\_\_\_, at Reel/Frame \*\_\_\_\_\_\_\_, by the United States Patent and Trademark Office, of the following United States Design Patent Application:

<u>Title</u> <u>Appln. No.</u> <u>Filed</u>

Beverage Holder for a Stroller

29/067,807

3/20/97

WHEREAS, GRACO CHILDREN'S PRODUCTS INC., a Pennsylvania corporation, having a place of business at 51 S. Pine Street, Elverson, Pennsylvania 19520, is desirous of acquiring any and all rights, title and interest in, to and under said Application and the invention covered thereby:

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, CHILDREN ON THE GO, INC. has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to GRACO CHILDREN'S PRODUCTS INC. the entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, and including those under the International Convention, and all other Conventions, in and to the aforesaid Application and any continuation, divisional or reissue thereof, and in and to the invention which is found in the said Application and any and all improvements thereto, the same to be held and enjoyed by GRACO CHILDREN'S PRODUCTS INC., for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the said Application is or may be granted or reissued as fully and entirely as the same would have been held and enjoyed by CHILDREN ON THE GO, INC., if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of said Application, with the right to sue for and collect the same for its own use and enjoyment, and for use and enjoyment of its successors, assigns or other legal representatives.

And, CHILDREN ON THE GO, INC. hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from any continuation, divisional or reissue of said application to GRACO CHILDREN'S PRODUCTS INC. as assignee of the entire right, title and interest, and hereby covenants that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

 $\star$  Assignment submitted to the U.S. PTO for recording on September 29, 1999. Reel/Frame not yet known.

PATENT REEL: 010304 FRAME: 0439 CHILDREN ON THE GO, INC. further covenants that GRACO CHILDREN'S PRODUCTS INC., will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and improvements thereto and said Letters Patent and legal equivalents as may be known and accessible to CHILDREN ON THE GO, INC., and that CHILDREN ON THE GO, INC. will cooperate to the best of its ability with GRACO CHILDREN'S PRODUCTS INC. as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to GRACO CHILDREN'S PRODUCTS INC., or its legal representatives any and all papers, instruments or affidavits required to maintain and enforce said application and to apply for, obtain, and issue any continuation, divisional or reissue thereof which may be necessary or desirable to carry out the purposes thereof.

The parties agree to execute such further documents as may be needed to carry out the intent of this Assignment.

CHILDREN ON THE GO, INC

BY.

Mark H. Greenwood

President

Subscribed to and sworn to before me this  $\frac{Ath}{2}$  day of  $\frac{Ath}{2}$  , 1999.

Notary Public

"OFFICIAL SEAL"
DEBORAH A. MELCHI
Notary Public, State of Illinois
My Commission Expires 12/26/99