



To the honorable Commissioner of Pa. **101293041** attached original documents or copy thereof.

1. Name of conveying party(ies): **Earsley Capital Corporation**
Additional name(s) of conveying party(ies) attached? Yes No

*MKP
2.18.00*

2. Name and address of receiving party(ies):
Gary Products Group, Inc.
2601 S. E. Loop 289
Lubbock, TX 79404

*200 FEB 18 AM 10:22
OPR/FINANCE*

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:

Additional name(s) attached? Yes No

Execution Date: January 24, 2000

4. Application number(s) or patent number(s)
If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)
Additional numbers attached? Yes No

B. Patent Nos.
4,851,977
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Peter R. Leal
Cooley Godward LLP
Five Palo Alto Square, 3000 El Camino Real
Palo Alto, CA 94306

6. Total number of applications and patents involved: 38
7. Total Fee (37 CFR 3.41).....\$1520.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 03-3117
(Attach duplicate copy of this page if paying by deposit account)

3/2/2000 JSHABAZZ 00000061 4851977
1 Fee:581 /1520.00 OP

DO NOT USE THIS SPACE

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.

Reg. No.: 24,226 Name of Person Signing: Peter R. Leal

Signature: Date: 2-18-00

Total number of pages including cover sheet, attachments, and document: 10

Express Mail Label No. EL 514 039 946 US Date of Deposit: February 18, 2000

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Honorable Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231.

Date: February 18, 2000 By: Vladimir Skliba

Name of conveying party(ies):
Earsley Capital Corporation

(continued...)

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

A. Patent Application No.(s)

B. Patent Nos.

4,901,960

4,905,131

4,962,907

4,877,209

Des. 324,991

Des. 322,211

Des. 321,125

Des. 321,124

Des. 317,115

Des. 317,860

Des. 321,314

4,966,344

Des. 337,851

Des. 324,990

Des. 325,866

5,110,078

5,249,108

Des. 351,570

Des. 365,169

Des. 365,015

Des. 360,116

5,422,803

Des. 364,831

5,458,241

Name of conveying party(ies):
Earsley Capital Corporation

(continued...)

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

A. Patent Application No.(s)

B. Patent Nos.

Des. 361,930

Des. 364,333

Des. 373,948

Des. 369,292

Des. 376,973

Des. 368,674

Des. 376,535

Des. 378,439

Des. 377,844

Des. 383,946

Des. 383,945

Des. 385,157

5,845,890

PATENT ASSIGNMENT

WHEREAS, Earsley Capital Corporation, a corporation of the State of Nevada, having a business address of 616 East Slaton Road, Lubbock, Texas 79404 (hereinafter referred to as "Assignor") owns rights and interests in and to the existing U.S. and foreign design and utility patent applications, design and utility patents and industrial design registrations and applications (hereinafter collectively referred to as "Existing Patents") listed on the attached Schedule A; and

WHEREAS, Gary Products Group, Inc., a corporation of the State of Texas, having offices at 2601 S.E. Loop 289, Lubbock, Texas 79404 (hereinafter referred to as "Assignee"), desires to acquire Assignor's entire rights and interests in and to Existing Patents, and in and to the inventions disclosed in said Existing Patents, and to the Future Patents (as hereinafter defined) as successor to the business of Assignor, which business is ongoing and existing;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, Assignor's full rights and interests in and to said Existing Patents; and to all future patents which may be granted therefor throughout the world, and all division, reissues, substitutions, continuations, continuations-in-part and extensions thereof (collectively, "Future Patents"); together with all claims, causes of action and damages for past infringement (subject to offset of legal fees and expenses incurred by Assignor prior to the date of this assignment), if any, of said Existing Patents and Future Patents; and Assignor hereby authorizes and requests the United States Patent and Trademark Office and other patent offices throughout the world to issue all Future Patents resulting therefrom, insofar as Assignor's interest is concerned, to the said Assignee of Assignor's entire right, title and interest.

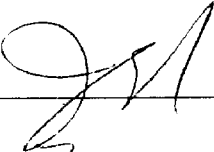
Assignor also hereby sells and assigns to said Assignee, its successors, assigns and legal representatives Assignor's full rights and interests to inventions disclosed in said Existing Patents and Future Patents throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said inventions in Assignee's own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said inventions and all rights to register said inventions in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees that Assignor will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts presently known to Assignor respecting any improvements, and, at the expense of said Assignee, will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make all lawful oaths, and generally do everything possible to vest title in

said Assignee and to aid said Assignee, its successors, assigns and legal representatives in obtaining and enforcing proper protection for said inventions in such countries as Assignee may elect.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective January 24, 2000.

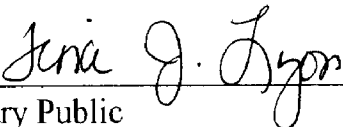
EARSLEY CAPITAL CORPORATION

By: 
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Tarrant §
§

On this 27th day of January, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Jim Earsley, as the duly authorized representative of Earsley Capital Corporation, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated.

Given under my seal of office this 27 day of January, 2000.


Notary Public

My Commission Expires:

11-6-02

SCHEDULE A
(Patents Assigned by Earsley Capital Corporation)

Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>
Bracket for Decorative Lighting	U.S.	229,563	4,851,977
Decorative Lighting Holder	U.S.	257,392	4,901,960
Bracket for Decorative Lighting	U.S.	294,269	4,905,131
Decorative Light Holder	U.S.	294,266	4,962,907
Decorative Light Pedestal	U.S.	294,268	4,877,209
DES Clip for Mounting a Decorative Light Bracket on a Roof of Similar Planar Support Surface	U.S.	310,417	Des. 324,991
DES Bracket for Decorative Lighting	U.S.	364,185	Des. 322,211
DES Bracket for Decorative Lighting	U.S.	364,189	Des. 321,125
DES Bracket for Decorative Lighting	U.S.	364,190	Des. 321,124
DES Support Hook for Decorative Strand	U.S.	387,091	Des. 317,115
DES Support for Decorative Strand	U.S.	387,094	Des. 317,860

SCHEDULE A
(Patents Assigned by Earsley Capital Corporation)

Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>
DES Support for Decorative Strand	U.S.	387,092	Des. 321,314
Plastic Ornament Hanger	U.S.	396,518	4,966,344
DES Decorative Light Support Bracket	U.S.	430,789	Des. 337,851
DES Light Support Bracket	U.S.	486,275	Des. 324,990
DES Light Support Bracket	U.S.	486,278	Des. 325,866
Decorative Light Support Assembly	U.S.	706,562	5,110,078
Multiple-Position Decorative Light Bracket	U.S.	891,447	5,249,108
DES Christmas Tree Stand	U.S.	11,678	Des. 351,570
DES Light Support Stake	U.S.	22,759	Des. 365,169
DES Wreath Hanger	U.S.	22,792	Des. 365,015
DES Tree Reservoir	U.S.	26,127	Des. 360,116

SCHEDULE A
(Patents Assigned by Earsley Capital Corporation)

Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>
Candolier Holder	U.S.	277,604	5,422,803
DES Christmas Tree Stand	U.S.	26,124	Des. 364,831
Storage Device for Decorative Light String	U.S.	300,324	5,458,241
DES Stocking Hook	U.S.	28,097	Des. 361,930
DES Light Support Bracket	U.S.	28,335	Des. 364,333
DES Siding Hook	U.S.	35,251	Des. 373,948
DES Ornament Hanger	U.S.	35,793	Des. 369,292
DES Gutter Clip	U.S.	29/035,783	Des. 376,973
DES Molded Tree Stand	U.S.	36,441	Des. 368,674
DES Articulated Decorative Light Support Bracket	U.S.	29/045,063	Des. 376,535

SCHEDULE A
(Patents Assigned by Earsley Capital Corporation)

Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>
DES Light Support Stake	U.S.	29/046,931	Des. 378,439
DES Light Support Stake	U.S.	29/046,062	Des. 377,844
DES Pumpkin Bucket	U.S.	29/059,271	Des. 383,946
DES Ghost Bucket	U.S.	29/059,270	Des. 383,945
DES Monster Bucket	U.S.	29/059,269	Des. 385,157
Adjustable Tree Stand	U.S.	08/791,194	5,845,890

SCHEDULE A
(Patents Assigned by Earsley Capital Corporation)

Foreign Patents

<u>TITLE</u>	<u>COUNTRY</u>	<u>SERIAL NO.</u>	<u>PATENT NO.</u>
Bracket for Decorative Lighting	CA	607,618	1,282,759
Decorative Light Holder	CA	2007276-8	2007276
DES Bracket for Decorative Lighting	CA	23049017	Des. 67329
DES Bracket for Decorative Lighting	CA	23049018	Des. 67330
Christmas Tree Stand	GB	2037029	2,037,029
Christmas Tree Stand	FI	73/94	17027
Christmas Tree Stand	GM	M9401089.7	M9401089.7
Christmas Tree Stand	CA	1994-0238	74,813
Wreath Hanger	CA	1994-2165	75,976
Ornament Hanger	GB		2,049,403
Light Support Bracket	CA	1995-0590	77,956
Molded Tree Stand	CA	1995-1116	78387
Articulated Decorative Light Support Bracket	CA	1996-0757	79286