

08-08-2000



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FORM PTO-1595 (REV. 6-93)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

CMB NO. 0651-0011 (4/94)

**PATENTS ONLY**

Atty Docket No. 55175-23166

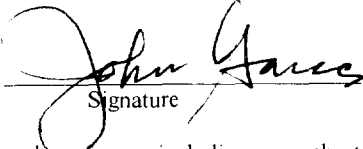
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name(s) of conveying party(ies)</p> <p>Andrew Metzger, Lee W. David, Robert J. Sylvester, Scott W. Miller</p> <p>Additional name(s) of conveying party(ies) attached? No</p>	<p>2. Name and address of receiving party(ies)</p> <p>The Coleman Company, Inc.</p>
<p>3. Nature of conveyance:</p> <p>X Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: July 5, July 7, July 7, July 7, 2000</p>	<p>Street Address:</p> <p>3600 North Hydraulic, Wichita, Kansas 67226</p> <p>Additional name(s) &amp; address(es) attached? No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is _____</p> <p>A. Patent Application No.(s) <span style="float:right">B. Patent No.(s)</span></p> <p>09/536,671</p> <p>08/04/2000 MKORONA 00000020 09536671</p> <p>03 FC:581 <span style="float:right">40.00 OP</span></p> <p style="text-align: center;">Additional numbers attached? No</p>	
<p>5. Name and access of party to whom correspondence Concerning document should be mailed:</p> <p>Jonathan S. Caplan, Esq. Kramer Levin Naftalis &amp; Frankel LLP 919 Third Avenue New York, New York 10022</p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37CFR 3.41). \$40.00 enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p>
<p>8. Deposit account number <u>50-0540</u></p> <p>(attached duplicate copy of this page if paying by deposit account)</p>	

**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*

\_\_\_\_\_  
 John C. Garces  
 Name of Person Signing

  
 Signature

\_\_\_\_\_  
 July 31, 2000  
 Date

Total number of pages including cover sheet attachments and documents: 7

## ASSIGNMENT

WHEREAS, We, **Andrew Metzger**, a citizen of the United States, having an address of 804 E. 70th Ave. N., Belle Plaine, KS 67013, **Lee. W. David**, having an address of 25 Pond Valley Circle, Penfield, NY 14526, **Richard J. Sylvester**, having an address of 1276 Culver Rd., Rochester, NY 14608, and **Scott W. Miller**, having an address of 180 Penarrow Road, Rochester, NY 14618 (hereinafter referred to as the "ASSIGNOR"), have invented certain new and useful improvements in **A FOLDING CHAIR** for which I have executed an application for Letters Patent of the United States, filed on **March 28, 2000** and assigned application number **09/536,671**, and

WHEREAS, The Coleman Company, Inc., a corporation formed and existing under the laws of the State of Delaware, having an office and principal place of business at 3600 North Hydraulic, Wichita Kansas 67219 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorizes and requests 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 on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenants that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenants and agrees that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts

known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS has set his hands and seal to this Assignment.

\_\_\_\_\_  
ANDREW METZGER

STATE OF )  
) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared Andrew Metzger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

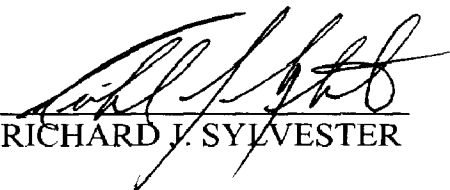
\_\_\_\_\_  
Notary Public

Lee W. David  
LEE W. DAVID

STATE OF New York )  
) ss.:  
COUNTY OF Monroe )


On this 7th day of July, 2000, before me appeared Lee W. David, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

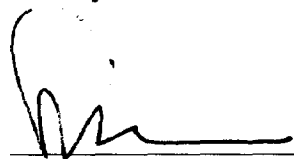
Lorraine K. Grosser  
Notary Public  
**LORRAINE K. GROSSER**  
Notary Public in the State of New York  
**MONROE COUNTY**  
Commission Expires March 22, 2001

  
RICHARD J. SYLVESTER

STATE OF *New York* )  
 ) ss.:  
COUNTY OF *monroe* )

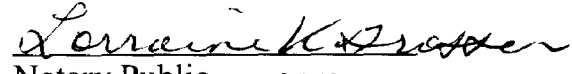
On this 7<sup>th</sup> day of July, 2000, before me appeared Richard J Sylvester, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

  
Notary Public LORRAINE K. GROSSER  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires March 22, 2001

  
SCOTT W. MILLER

STATE OF *New York* )  
 ) ss.:  
COUNTY OF *monroe* )

On this 7<sup>th</sup> day of July, 2000, before me appeared Scott W. Miller, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

  
Notary Public LORRAINE K. GROSSER  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires April 22, 2001

## ASSIGNMENT

WHEREAS, We, **Andrew Metzger**, a citizen of the United States, having an address of 804 E. 70th Ave. N., Belle Plaine, KS 67013, **Lee. W. David**, having an address of 25 Pond Valley Circle, Penfield, NY 14526, **Richard J. Sylvester**, having an address of 1276 Culver Rd., Rochester, NY 14608, and **Scott W. Miller**, having an address of 180 Penarrow Road, Rochester, NY 14618 (hereinafter referred to as the "ASSIGNOR"), have invented certain new and useful improvements in **A FOLDING CHAIR** for which I have executed an application for Letters Patent of the United States, filed on **March 28, 2000** and assigned application number **09/536,671**, and

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NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorizes and requests 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 on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenants that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenants and agrees that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts

known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS has set his hands and seal to this Assignment.

Andrew Metzger  
ANDREW METZGER

STATE OF Kansas )  
COUNTY OF Sedgwick ) ss.:

On this 5<sup>th</sup> day of July, 2000, before me appeared Andrew Metzger, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



Beth White  
Notary Public

\_\_\_\_\_  
LEE W. DAVID

STATE OF )  
COUNTY OF ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared Lee W. David, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

\_\_\_\_\_  
Notary Public

RICHARD J. SYLVESTER

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared Richard J Sylvester, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
SCOTT W. MILLER

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared Scott W. Miller, to me personally known, who being by me duly sworn did say that he is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

\_\_\_\_\_  
Notary Public