

09-07-2000



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U.S. Department of Commerce
Patent and Trademark Office
PATENT

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New 8 10 00
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
07 20 00

Name (line 1) Wickford Back Pack, LLC

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) Wickford Acquisition Corp.

Name (line 2)

Address (line 1) 1211 North Miller

Address (line 2)

Address (line 3) Anaheim

City

CA

State/Country

92806

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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09/06/2000 MTHAI1 00000150 5988476

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
PATENT

REEL: 011035 FRAME: 0456

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5,988,476"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT

PCT

PCT

PCT

PCT

PCT

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☒

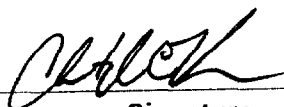
No ☐

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. Charges to deposit account are authorized, as indicated herein.

Christopher E. Kondracki

Name of Person Signing



Signature

10 August 2000

Date

PATENT ASSIGNMENT

Recitals

A. WICKFORD BACK PACK, LLC, a Rhode Island limited liability company offices at 133 Winthrop Avenue, West Warwick, Rhode Island 02893 ("Assignor"), is the owner of the following specified patents registered or applied for in the United States Patent and Trademark Office, which collectively constitute the Assets (as defined in the Asset Purchase Agreement, by and between Assignor and Wickford Acquisition Corp., a Delaware corporation having offices at 1211 North Miller, Anaheim, CA 92806 "Assignee"), effective as of July 20, 2000), such patents and applications or registrations associated therewith being listed on the attached Schedule 1 (hereinafter the "Patents").

B. Assignee is desirous of acquiring the Patents and any applications or registrations therefor.

Pursuant to the Bill of Sale and Assignment and Assumption Agreement entered into and executed simultaneously herewith and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, the portion of business to which each patent relates, and all applications and registrations therefor, along with the right to sue for past infringement.

WICKFORD ACQUISITION CORP.

By: T Lloyd
Name: TONY LLOYD
Title: CFO

WICKFORD BACK PACK, LLC

By: _____
Name:
Title:


PATENT ASSIGNMENTRecitals

A. WICKFORD BACK PACK, LLC, a Rhode Island limited liability company offices at 133 Winthrop Avenue, West Warwick, Rhode Island 02893 ("Assignor"), is the owner of the following specified patents registered or applied for in the United States Patent and Trademark Office, which collectively constitute the Assets (as defined in the Asset Purchase Agreement, by and between Assignor and Wickford Acquisition Corp., a Delaware corporation having offices at 1211 North Miller, Anaheim, CA 92806 ("Assignee"), effective as of July 20, 2000), such patents and applications or registrations associated therewith being listed on the attached Schedule 1 (hereinafter the "Patents").


B. Assignee is desirous of acquiring the Patents and any applications or registrations therefor.

Pursuant to the Bill of Sale and Assignment and Assumption Agreement entered into and executed simultaneously herewith and for good and valuable consideration, receipt of which is hereby acknowledged, Assignor assigns to Assignee all right, title and interest in and to the Patents, together with the goodwill of the business symbolized by the Patents, the portion of business to which each patent relates, and all applications and registrations therefor, along with the right to sue for past infringement.

WICKFORD ACQUISITION CORP.

By: 
Name:
Title: President

WICKFORD BACK PACK, LLC


By: 
Name:
Title:

State of RHODE ISLAND :

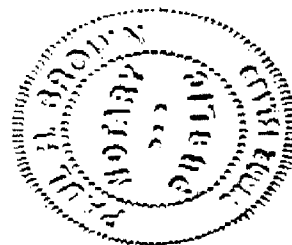
: ss

County of PROVIDENCE :

On the 28TH day of July, 2000, before me personally came
MATTHEW OLERIO, to me known, who, being by me duly sworn, did depose and say that
he/~~she~~ is the individual who executed the above instrument; and that he/~~she~~ has the authority to
execute such instrument.



Notary Public
Commission Expires 1/22/02



SCHEDULE 1

Federal Patent Registrations

Description	Patent #
Rack System for Backpack	5,988,476

Pending Federal Patent Applications

Description	Date Submitted	Registration #
PCT	August 25, 1998	PCT/US98/17427

BILL OF SALE AND
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 20, 2000 and effective as of the 20th day of July, 2000, (the "**Effective Date**") by WICKFORD BACK PACK, LLC, a Rhode Island limited liability company (the "**Grantor**"), and Wickford Acquisition Corp., a Delaware corporation (the "**Grantee**"). Capitalized terms used and not defined herein shall have the same meaning as ascribed to such terms in the Agreement (as defined below).

RECITALS:

A. Grantor and Grantee are parties to the Asset Purchase Agreement, effective as of the Effective Date (the "**Agreement**"), providing for, among other things, the transfer and sale to Grantee of the Assets, as more fully described in the Agreement for consideration in the amount and on the terms and conditions provided in the Agreement, including the assumption of the Assumed Liabilities hereunder.

B. The parties now desire to carry out the intent and purpose of the Agreement by Grantor's execution and delivery to Grantee of this instrument evidencing the vesting in Grantee of all of Grantor's right, title and interest in and to the Assets (the "**Assigned Assets**") and by Grantee's execution and delivery to Grantor of this instrument evidencing the assumption by Grantee of the Assumed Liabilities;

In consideration of the premises and other valuable consideration to each party hereto in hand paid by the other party, at or before the execution and delivery hereof, the receipt and sufficiency of which by each party hereto are hereby acknowledged, the parties agree as follows:

Section 1. Grantor does, effective from and after the Closing Date, convey, grant, sell, transfer, set over, assign, deliver and confirm unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest in and to the Assigned Assets.

TO HAVE AND TO HOLD ALL of the Assigned Assets, unto Grantee, its successors and assigns to its and their own use forever.

Section 2. In partial consideration of the conveyance of the Assigned Assets, Grantee does hereby, effective from and after the Closing Date, assume and agree to pay, honor and discharge when due and payable and otherwise in accordance with their terms, the Assumed Liabilities.

Section 3. Each party hereby covenants and agrees that, at any time and from time to time after the date hereof, it will promptly execute and deliver, or cause to be executed and delivered, all such further instruments and take all such further actions as may be reasonably necessary or appropriate to more effectively transfer the Assigned Assets unto Grantee or assume, pay, honor and discharge when due the Assumed Liabilities.

Section 4. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Grantor, Grantee and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Grantor, Grantee and their respective successors and assigns.


Section 5. This instrument shall be binding upon Grantor and Grantee, their respective successors and assigns, for the use and purposes set forth and referred to, effective immediately upon its delivery to Grantee.

Section 6. This instrument shall be governed by and construed in accordance with the internal substantive laws of the State of New York without regard to its conflict of laws rules, principles or provisions of such state or of any other state. The sole jurisdiction and venue for any litigation arising out of this instrument will be an appropriate federal or district trust located in the State of New York, and each party hereby consents to such jurisdiction. Each party agrees not to raise and waives any objection to or defense based on the venue of any such court or *forum non conveniens*.


[signature page follows]

The parties have caused this Bill of Sale and Assignment and Assumption Agreement to be executed and delivered as of the 20th day of July, 2000.

WICKFORD BACK PACK, LLC

By: 
Name:
Title: President

WICKFORD ACQUISITION CORP.

By: 
Name:
Title: President

NY-1106670VA

The parties have caused this Bill of Sale and Assignment and Assumption Agreement to be executed and delivered as of the 20th day of July, 2000.

WICKFORD BACK PACK, LLC

By: _____

Name:

Title:

WICKFORD ACQUISITION CORP.

By: _____

Name:

Title:

T Lloyd
T LLOYD
CFO