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09-21-2000



101464719

ey Docket No.: 1784-D6114 (81714.0182)

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

California Cedar Products Company
2470 N. Wilcox Road
Stockton, CA 95215

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Duraflame, Inc.
2894 Monte Diablo
Stockton, CA 95203

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 21, 2000

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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) 09/122,877

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Louis A. Mok, Esq.
HOGAN & HARTSON L.L.P.
500 South Grand Avenue, Suite 1900
Los Angeles, CA 90071

6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1314

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Louis A. Mok

Date: September 5, 2000

OMB No. 0651-0011 (exp. 4/94)

Mail documents to be recorded with required cover sheet information to:

09/20/2000 NTHAI1 00000321 09122877

01 FC:581

40.00 DP

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

ASSIGNMENT

This Assignment is made and entered into between CALIFORNIA CEDAR PRODUCTS COMPANY, a corporation of the State of California, having its principal place of business at 2470 N. Wilcox Road, Stockton, California 95215 ("ASSIGNOR"), and DURAFLAME, INC., a corporation of the State of California, having its principal place of business at 2894 Monte Diablo, Stockton, California 95203 ("ASSIGNEE").

Recitals

1. ASSIGNOR, by assignment dated July 24, 1998, and recorded on July 27, 1998, at Reel 9361, Frames 0104-5, of the records of the Assignment Division of the United States Patent and Trademark Office, is the owner of the entire right, title and interest in and to:

- a. United States patent application Serial No. 09/122,877, filed July 27, 1998, and
- b. International application No. PCT/US99/16939 having an international filing date of July 26, 1999 and corresponding to the aforementioned U.S. patent application,

on an invention entitled SYNTHETIC FIREPLACE LOG AND METHOD OF PRODUCING.

2. ASSIGNOR desires to assign to ASSIGNEE, and ASSIGNEE desires to acquire, all right, title and interest in and to certain ASSIGNED RIGHTS including the aforementioned U.S. and international applications.

Definitions

1. "ASSIGNOR" shall mean CALIFORNIA CEDAR PRODUCTS COMPANY.
2. "ASSIGNEE" shall mean DURAFLAME, INC., its successors, assigns and legal representatives;
3. "ASSIGNED RIGHTS" shall mean the aforementioned U.S. and international applications and the invention described and claimed in said applications; any and all foreign applications corresponding to said applications; any and all Letters Patent or Patents granted in the United States or in any foreign country on said applications; any and all divisions, continuations, continuations-in-part, reissues, extensions or reexamination certificates of any of said applications, Letters Patent or Patents; and all corresponding rights under the International Convention for the Protection of Industrial Property.

Assignment

In consideration for the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the ASSIGNEE, the entire right, title and interest in and to said ASSIGNED RIGHTS, the same to be held and enjoyed by the ASSIGNEE for its own use and the use of its successors, assigns and legal representatives to the full end of the term or terms for which United States or foreign Letters Patent or

Patents may be granted as fully and entirely as the same would have been held and enjoyed by the ASSIGNOR, had this sale and assignment not been made.

For the same consideration, ASSIGNOR hereby represents and warrants that, with the exception of the ASSIGNEE, at the time of execution and delivery of this Assignment, ASSIGNOR has not conveyed any interest in and to the ASSIGNED RIGHTS, that the same are unencumbered and that no other party holds any right, title or interest in or to the ASSIGNED RIGHTS.

For the same consideration, ASSIGNOR agrees that ASSIGNOR will, whenever counsel for the ASSIGNEE shall advise that any proceeding in connection with the ASSIGNED RIGHTS in any country, including but not limited to any interference or enforcement proceeding or the filing of any division, continuation, continuation-in-part, reissue, extension or reexamination, is lawful and desirable, sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance and enforcement and defense of Letters Patent for said inventions, without charge to the ASSIGNEE but at the cost and expense of the ASSIGNEE.

CALIFORNIA CEDAR PRODUCTS COMPANY

Dated: x 7/21/2000

By: x Susan K. MacIntyre
Susan K. MacIntyre
Chief Financial Officer