

09-25-2000



U.S. Department of Commerce  
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101469720

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☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
08 23 00

Name (line 1) Andrew G. Avinger

Name (line 2)

**Second Party**

Name (line 1) Stephen L. Fillipp

Name (line 2)

Execution Date  
Month Day Year  
08 23 00

09571839

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Gary Products Group, Inc.

Name (line 2)

Address (line 1) 2601 S. E. Loop 289

Address (line 2)

Address (line 3) Lubbock

Texas

79404

City

State/Country

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.)

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**PATENT**

**REEL: 011092 FRAME: 0368**

**Correspondent Name and Address**

Area Code and Telephone Number (214) 740-8519

Name Monty L. Ross

Address (line 1) Locke Liddell &amp; Sapp LLP

Address (line 2) 2200 Ross Avenue, Suite 2200

Address (line 3) Dallas, TX 75201

Address (line 4)

**Pages**

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

# 3

**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)**

09/571,839

**Patent Number(s)**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

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PCT

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**Number of Properties**

Enter the total number of properties involved.

# 1

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:  
Deposit AccountEnclosed ☒Deposit Account ☐

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

Deposit Account Number:

# 12-1781

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.

Monty L. Ross

Name of Person Signing

Signature

Date

**ASSIGNMENT**

WHEREAS, We, ANDREW G. AVINGER, a citizen of the United States of America and a resident of Lubbock, Texas, and STEPHEN L. FILLIPP, a citizen of the United States of America and a resident of Lubbock, Texas, have invented certain new and useful improvements in a "MOLDED PENTAGONAL TREE STAND" for which we are about to make application for United States Letters Patent, the said application having been executed and filed concurrently herewith; and

WHEREAS, GARY PRODUCTS GROUP, INC., a corporation of the State of Delaware, having offices at 2601 S.E. Loop 289, Lubbock, Texas 79404 (hereinafter referred to as "ASSIGNEE"), desires to acquire our entire right, title and interest in and to the invention, and in and to the said application and any Letters Patent that may issue thereon;

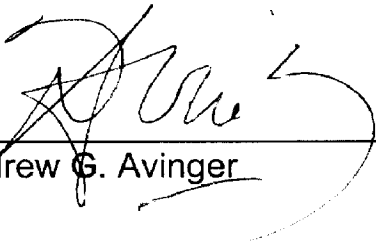
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said invention and in and to said application and all patents which may be granted therefor, and provisionals and any application converted from a provisional, and all divisions, reissues, substitutions, continuations, continuations-in-part and extensions thereof; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as our interest is concerned, to the said ASSIGNEE of our entire right, title and interest.

We also hereby sell and assign to said ASSIGNEE, its successors, assigns and legal representatives the full and exclusive rights, title and interest to the invention disclosed in said application throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said invention in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention and all rights to register said invention in appropriate registries; and I further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title and interest in ASSIGNEE, its successors, assigns and legal representatives.

We hereby further agree that we will communicate to said ASSIGNEE, or to its successors, assigns and legal representatives, any facts known to me respecting any improvements; and, at the expense of said ASSIGNEE, to 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 to obtain and enforce proper protection for said invention in all countries.

EXECUTED this 23 day of AUGUST, 2000.

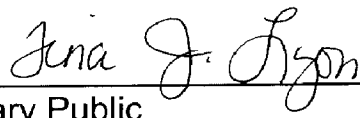
  
\_\_\_\_\_  
Andrew G. Avinger

STATE OF TEXAS

§  
§  
§

COUNTY OF LUBBOCK

On this 23rd day of August, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared ANDREW G. AVINGER, known by me to be the person of the above name, who signed the foregoing instrument, and acknowledged the same to be his own free act and deed.

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

My Commission Expires:

11-6-02  
\_\_\_\_\_

Stephen L. Fillipp  
Stephen L. Fillipp

STATE OF TEXAS

§  
§  
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COUNTY OF LUBBOCK

On this 22nd day of August, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared STEPHEN L. FILLIPP, known by me to be the person of the above name, who signed the foregoing instrument, and acknowledged the same to be his own free act and deed.

Jina J. Lyon  
Notary Public

My Commission Expires:

11-6-02