

ASSIGNMENT RECORDATION

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11-02-2000

s Only



101503462

To the Honorable Commissioner of Patent
Please record the attached original document

Date: October 16, 2000

Attorney Docket No.: 9178-1

1 Name of conveying party(ies):

Doninger Metal Products Corp.

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

Ran-Paige Company, Inc.
840 Penn Street
Sellersburg, Indiana 47172

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

3 Nature of conveyance:

- ☐ Assignment
☐ Merger
☐ Security Agreement
☐ Change of Name
☒ Other: Royalty Termination and Assignment Agreement

Execution Date: November 29, 1999

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

4 United States Patent No. 5,284,218 to Rusher, Jr.

If this document is being filed together with a new application, the execution date of the application is:

Additional numbers attached? Yes ☒ No

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

J. Michael Strickland
Myers Bigel Sibley & Sajovec
P. O. Box 37428
Raleigh NC 27627

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: 50-0220

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.

J. Michael Strickland Reg. 47,115

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: 3

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40.00 DP

RAN-PAIGE, INC.
840 Penn Street
Sellersburg, Indiana 47172
Telephone: 812-246-3339
Fax: 812-246-5670

ROYALTY TERMINATION AND ASSIGNMENT AGREEMENT

This Royalty Termination and Assignment Agreement ("Agreement") is made and entered into by and among (i) Ran-Paige, Inc., an Illinois corporation ("Ran-Paige") and (ii) JAY RUSHER, an individual residing at P.O. Box 1611 BAYVIEW NC 28009 ("Rusher"), effective this 21 day of November, 1999 (the "Effective Date").

For the consideration of \$5,000.00 to paid by Ran-Paige to Rusher within 30 days after the Effective Date, the sufficiency of which is hereby acknowledged by the parties, Rusher, as of the Effective Date, hereby agrees to forever forfeit the receipt of any and all commission and/or royalty payments from Ran-Paige, whether presently and/or past owing, accrued or otherwise, relating to the manufacture and/or sale of the Joe Built™ wheel-barrow product, designed by Rusher, pursuant to that certain marketing agreement by and between the parties dated JULY 11, 1994. In further consideration of the same \$5,000.00 payment, Rusher, as of the Effective Date, Irrevocably assigns all rights, title and interest in and to the Joe Built™ wheel-barrow product and any components thereof to Ran-Paige, its successors and assigns, and any designs, drawings, know-how, customer lists, literature, brochures, marketing materials, stationary, patents, copyrights or trademarks relating thereto.

Rusher warrants, covenants and represents to Ran-Paige that he is the sole owner of the Joe Built™ wheel-barrow product; that he has good and marketable title to the Joe Built™ wheel-barrow product free and clear of any encumbrances whatsoever; that no other person, party or entity has any proprietary interest in and to the Joe Built™ wheel-barrow product; that the Joe Built™ wheel-barrow product does not infringe on any design and/or utility patent of any third party; and that there are no liens, pledges, security interests or other types of encumbrances on the Joe Built™ wheel-barrow product whatsoever. Rusher shall personally indemnify and hold Ran-Paige harmless from a breach of any of these warranties, covenants and representations.

Rusher shall be liable for the payment of any taxes with respect to this conveyance.

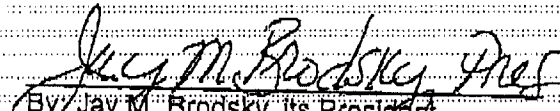
This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

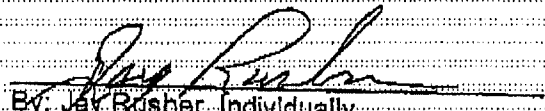
This Agreement is executed and delivered in, and shall be governed, enforced and interpreted in accordance with, the laws of the State of Indiana without regard to its conflict of laws provisions.

Each of the parties hereby agrees to execute and deliver all of the agreements, documents and instruments required to be executed and delivered by such party under this Agreement including, but not limited to, any bills of sale, and to execute and deliver such additional instruments and documents and to take such additional actions as may reasonably be required from time to time in order to effectuate the transactions contemplated by this Agreement.

RAN-PAIGE, INC.:


By Jay M. Brodsky, Its President

JAY RUSHER


By Jay Rusher, Individually

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