

03-06-2001



DRINKER BIDDLE & REATH LLP



02-26-2001

U.S. Patent & TMOfc/TM Mail Ropt Dt. #01

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#### 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800 PATENTS ONLY 1. SUBMISSION TYPE: 2. CONVEYANCE TYPE: \_**X**\_ New **\_X**\_ Assignment \_\_\_ License Resubmissions (Non-Recordation) \_\_\_ Merger Document ID # \_\_\_\_\_ Security Agreement Change of Name Correction of PTO Error \_\_\_ Other Reel # Frame # U.S. Government Corrective Document (for use by U.S.Government Agencies) Reel # Frame Department File Secret File 4. RECEIVING PARTY: 3. CONVEYING PARY(IES).: Executed Storehorse, Inc. LEHIGH CONSUMER PRODUCTS a Texas corporation 5/19/98 CORPORATION A Pennsylvania corporation Kenrick J. DuRapau 2834 Schoeneck Road U.S. citizen 5/19/98 Macungie, Pennsylvania 18062-9679 Additional names of receiving parties attached. Designation of Domestic Representative attached. 6. CORRESPONDENT NAME AND ADDRESS: 5. DOMESTIC REPRESENTATIVE NAME AND ADDRESS: Amy E. Carroll, Esq. Drinker, Biddle & Reath LLP 1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800 7. NUMBER OF PAGES PAGES: 8. PATENT COOPERATION TREATY (PCT) (Total number of pages of attached conveyance document Enter PCT Application number only if a U.S. Application Number has not been assigned. including attachments) 00000121 29073132 03/05/2001 DBYRNE 40.00 OP 01 FC:581

by certify that this docament∕is being deposited with the U.S. Postal Services, by First Class Mail, postage aid, addressed to Box Patert Assignments/Fee, The Honorable Commissioner for Patents, U.S. Patent and tal Drive Arlington, VA 22202-3513, this 23<sup>rd</sup> day of February 2001.

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# DRINKER BIDDLE & REATH LLP

1500 K Street, N.W., Suite 1100 Washington, D.C. 20005-1209 (202) 842-8800

### **PATENTS ONLY**

9. APPLICATION NUMBER(S) OR PATENT NUMBERS(S)	10. NUMBER OF PROPERTIES:
Pat. Appln. No. 29/073132	Enter the total number of properties involved. # 1
Mark if additional numbers are attached.	
If this document is being filed together with a <u>new</u> Patent Application, enter the date the patent application was signed by the first named executing inventor. /_/	
11. FEE AMOUNT:	12. The undersigned declares to the best of
\$ 40.00 Fee Amount for Properties Listed	his/her knowledge and belief that the information on this cover sheet is true and correct and any copy submitted is a true copy of the original
Method of Payment:X Check Enclosed	document.
Charge additional fees to Deposit Account No. 50-0573	A E. Canoll
	Amy F. Carrolf Date: February 23 2001

# ASSIGNMENT OF ACTIVE PATENTS, TRADEMARKS AND PATENT AND DESIGN APPLICATIONS

THIS ASSIGNMENT OF ACTIVE PATENTS, TRADEMARKS AND PATENT AND DESIGN APPLICATIONS ("Assignment") is made and entered into as of this 19th day of May, 1998 ("Effective Date"), by and between Storehorse, Inc., a Texas corporation ("Storehorse"), Kenrick J. DuRapau ("DuRapau," and together with Storehorse, "Assignors"), and LEHIGH CONSUMER PRODUCTS CORPORATION, a Pennsylvania corporation ("Assignee").

WHEREAS, DuRapau has heretofore assigned (the "Previous Assignments") his entire right, title and interest in certain United States registered trademarks (the "Trademarks"), United States patents and Canadian patents (collectively, the "Patents"), a patent application for a United States patent and an application for a Canadian industrial design (the "Patent and Design Applications");

WHEREAS, Storehorse and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Storehorse has agreed to assign its entire right, title and interest in the Trademarks, Patents and Patent and Design Applications; and

WHEREAS, Storehorse, pursuant to the Previous Assignments, is the sole and exclusive owner of the entire right, title and interest in, to and under the Trademarks, the Patents and the Patent and Design Applications identified and set forth on Schedules A, B and C, respectively.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, Assignors do hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Trademarks, the Patents and the Patent and Design Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, the Patents and the Patent and Design Applications, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignors authorize and request the United States Commissioner of Patents and Trademarks and the Canadian Intellectual Property Office, as applicable, to record Assignee

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as the owner of the Trademarks, the Patents and the Patent and Design Applications, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States or Canada thereon to Assignee, under the same, for the use and enjoyment of Assignee and its successors, assigns or other legal representatives.

Assignors hereby agree to provide Assignee, and its successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required: (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; and (3) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, Assignors and Assignee have caused this Assignment to be duly signed and executed as of this 19th day of May, 1998.

#### **ASSIGNORS:**

STOREHORSE, INC

Bv:

Name: Jud E. Walford

Title: President

(x) Kenrick J. DuRapau

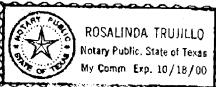
#### ASSIGNEE:

LEHIGH CONSUMER PRODUCTS CORPORATION

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COUNTY OF Bexar

On this 19th day of May 1998, there appeared before me Jud E. WALFORD, President. personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of STOREHORSE, INC.

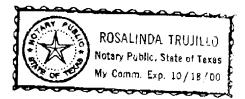


STATE OF TEXAS

COUNTY OF BELOW

SS

On this 19th day of May, 1998, there appeared before me Kenrick J. Du Rapau , personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf of himself.



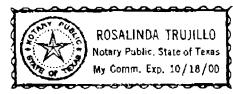
Notary Public

STATE OF TEXAS

COUNTY OF Seven

SS

On this 19th day of May 1998, there appeared before me Charles M. Slong Leff, h., personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of LEHIGH CONSUMER PRODUCTS CORPORATION.



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### SCHEDULE A

# U.S. Registered Trademarks

<u>Trademark</u>	Registration Number

 Storestool
 2,018,994

 Storehorse
 1,918,854

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# SCHEDULE B

# U.S. Patents

Description	Patent Number
Folding Sawhorse with Locking Shelf	5,351,785
Tool Box	382,113
Table Top Attachment for Sawhorses	5,535,847

# Canadian Patents

Folding Sawhorse with Locking Shelf

2,102,990

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### SCHEDULE C

U.S. Patent Application

**Description** 

Number

Folding Sawhorse

29/073,132

Canadian Application for Industrial Design

Combination tool box

82418

and stepstool design

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**RECORDED: 03/06/2001**