

07-20-2001



101783870

ached original documents or copy thereof.

To the Honorable Commissioner of Patent

1. Name of conveying party(ies):

Harlan Scott Leeds

Name of receiving party(ies):

Name: Lush Candles, Inc.

Internal Address: 11151 Denton Dr.

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date:

Street Address:

City: Dallas State: TX ZIP: 75229

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

4. Application number(s) or patent number(s):

29/144559

If this document is being filed together with a new application, the execution date of the application is: 7/5/01

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael W. Dubner

Internal Address: Locke Liddell & Sapp LLP 2200 Ross Ave., Ste. 2200

Street Address:

City: Dallas State: TX ZIP: 75201

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:

12-1781

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

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.

Michael W. Dubner Name of Person Signing

Signature

7/5/01 Date

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

ASSIGNMENT

WHEREAS, the Undersigned has invented certain new and useful improvements as below entitled, for which application for United States Letters Patent is made, said application having been executed on the date set forth below; and

WHEREAS, Lush Candles, Inc. (hereinafter referred to as "Assignee"), a Texas Corporation, with an address of 11151 Denton Dr., Dallas, Texas 75229, desires to acquire my entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Undersigned:

Hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent entitled:

"DECORATIVE CANDLE"

and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assigns and representatives, all facts known to the Undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Agree that the Undersigned will upon request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contests, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the Undersigned.

Full name of inventor: Harlan Scott Leeds
Residence: 7004 Creek Bend
Dallas, Texas 775252

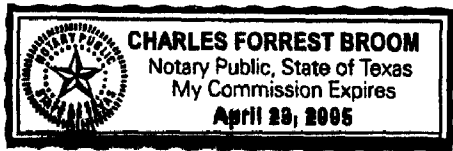
Citizenship: U.S.A.

Date Application Executed: 07/05/01

Date 07/05/01 Signature [Handwritten Signature]

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This 5th day of July, 2001, before me personally appeared the above named Harlan Scott Leeds, to me personally known as the individual who executed the foregoing instrument, who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



[Handwritten Signature]
Notary Public

My commission expires: 4/23/05