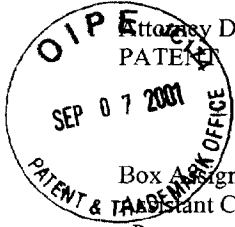


09-14-2001



101842372



Attorney Docket No. 170/36247
PATENT

RECORDATION OF ASSIGNMENT OF PATENTS

Box Assignments
Assistant Commissioner of
Patents and Trademarks
Washington, D.C. 20231

Attn: Assignment Branch - Patents

Sir:

09/07/01

It is requested that the Assignment Branch record the properties listed below.

1. CONVEYING PARTY: Briant L. Smith and Sam A. Monticello
Name

2. RECEIVING PARTY: Angler's Technology, LLC
Name
4050 Washington Blvd., Beaumont, Texas 77706
Address

3. INTEREST CONVEYED: Exclusive License
[Assignment, Surety,]
EXECUTION DATE: May 12, 2000

4. PROPERTY(IES): U.S. Prov. Pat. Appl No. 60/142,455 filed July 6, 1999 and U.S. Pat. Appl. No. 09/588,188 filed June 7, 2000
[Serial #(s), Patent #(s) New Application attached hereto (if Serial #s not given)]

5. CORRESPONDENCE ADDRESS: Barnes & Thornburg
Franklin Tower Bldg.
1401 Eye Street, N.W.
Suite 500
Washington, D.C. 20005
(202) 289-1313

6. FEE CALCULATION: 1 x \$40 = \$ 40.00

7. A check in the amount of \$ 40.00 made payable to the Commissioner of Patents and Trademarks is attached hereto.

8. Should there be any over- or under-payment, authorization to apply or charge the Deposit Account of Barnes & Thornburg, No. 02-1010 (170/36247) therefore is hereby granted.

9. The undersigned states that to the best of my knowledge and belief, the information contained on this cover sheet is true and correct and any copy submitted herewith is a true copy of the original document.

Total number of pages including cover sheet, attachments and documents: 15

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9/7/01
Date

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Respectfully submitted,

BARNES & THORNBURG

Perry Palan
Reg. No. 26,213
(202) 289-1313

LICENSING AGREEMENT

This Licensing Agreement ("Agreement") is made and entered effective this 12th day of May, 2000 by and among Briant L. Smith and Sam A. Monticello (together "Licensors") and Angler's Technology, LLC, a Texas limited liability company ("Licensee").

WITNESSETH

WHEREAS, Licensors filed with the United States Patent and Trademark Office Provisional Patent Application number 60/142,455 on July 6, 1999 ("Application"), a copy of which is attached hereto as Exhibit A and Licensors agree to make all final patent application filings and will take all other steps necessary to obtain the actual patent ("Patent") for the invention which is the subject of the Application by July 5, 2000;

WHEREAS, Licensors desire to obtain Membership Interests in Licensee in return for an exclusive license to Licensee of the right to manufacture, distribute, market, sell and receive all sales proceeds relative to all products which are now or hereafter covered by the Application, the final Patent to be obtained by Licensors and all other rights, title and interest in and to the Application and final Patent during the term of the exclusive license (collectively "Patent Rights");

WHEREAS, Licensee desires to obtain an exclusive license of the Patent Rights from the Licensors in return for a Membership Interest in Licensee issued to Licensors;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Licensors and Licensee, Licensors and Licensee hereby agree as follows:

I. **License.**

- a. ***Grant of License.*** Licensors do hereby grant to Licensee an exclusive license (the "License") of and to the Patent Rights during the term of this Agreement and any renewal thereof.
- b. ***Acceptance of License.*** Licensee hereby accepts the License on the terms and conditions of this Agreement.

2. **Term and Renewal.**

a. ***Initial Term.*** The initial term ("Initial Term") of this Agreement begins on the effective date of this Agreement as set forth above and ends at midnight on the fifth anniversary of the effective date.

b. ***Renewal.*** This Agreement and the exclusive License granted to Licensee under this Agreement shall automatically renew, without further action by Licensee or further agreement of Licensors, for an additional five-year period at the end of the Initial Term, upon the same terms and conditions of this Agreement, provided only that the Licensee earns a net profit for the Licensee's income tax year ending immediately prior to the expiration of the Initial Term. If the Licensee does not earn a net profit in such income tax year, then this Agreement and the License granted under this Agreement may be renewed for an additional five-year term upon the agreement of Licensors and Licensee. "Net profit" is defined as being any profit of Licensee reflected on Licensee's federal income tax return for the Licensee's income tax year ending immediately preceding the termination of the Initial Term of this Agreement. If no such income tax return is required of the Licensee under then-federal tax law, "net profit" shall mean Licensee's revenues in excess of Licensee's expenses for Licensee's fiscal year ending immediately prior to the end of the Initial Term of this Agreement, as determined by an independent certified public accountant agreed upon by Licensors and Licensee.

3. **Consideration for License.**

As complete consideration to Licensors for the License during the Initial Term and any renewal term of this Agreement, the Licensee does hereby issue to each Licensor an initial 25% Membership Interest in the Licensee, such that Licensors combined shall initially own 50% of the Membership Interests of Licensee. Licensors acknowledge that no further compensation shall be due them from Licensee under this Agreement and any renewal term under this Agreement.

4. **Infringement.**

Licensee shall have, and Licensors do hereby irrevocably assign and transfer to Licensee, the

exclusive right, in Licensee's sole discretion, to bring an action against any person or entity for actual or threatened patent infringement or infringement of the Application or of Licensee's License of the Patent Rights under this Agreement. Licensee shall have the sole and exclusive right to prosecute, settle or compromise any and all actions for actual or threatened infringement of the Patents, Patent Rights, Application and License granted to Licensee by Licensors under this Agreement and Licensee shall be entitled to retain any and all proceeds, damages and other sums, including attorneys' fees and expenses recovered by or owed to Licensee by reason of or in connection with any such action. Licensors agree to promptly notify Licensee in writing of any suspected, actual or threatened infringement of Licensors' patent, the Application or Licensee's License to the Patent Rights under this Agreement and shall cooperate to the fullest extent with Licensee in the prosecution of any infringement claim.

5. **Exclusive License.**

The License granted to Licensee under this Agreement is exclusive such that Licensors shall have no right to license, assign or otherwise transfer the Application, the Patent or Patent Rights to anyone other than Licensee during the term of this Agreement and any renewal term. Licensors agree that Licensors, personally or through any other person or entity, directly or indirectly, will not attempt to profit from the Application, Patent and Patent Rights hereby licensed under this Agreement in any manner whatsoever. Licensors will not contest, directly or indirectly, Licensee's right, title and interest in or to the Application, Patent or Patent Rights which are the subject of the License nor will Licensors contest Licensee's sole and exclusive right to the use, manufacture, distribution, marketing and sale of any products now or hereafter the subject of the Patent Rights.

6. **Indemnity, Defense and Hold Harmless.**

Licensors do hereby agree to indemnify, defend and hold Licensee harmless from any claims, demands, actions, debts, obligations or expenses whatsoever, including attorneys' fees and expenses, which may be incurred by Licensee on account of (a) Licensors' attempt to license or otherwise transfer the Application,

Patent or Patent Rights to any third party or (b) any attempt by Licensors to benefit personally from the Application, Patent and Patent Rights during the term of this Agreement and any renewal of this Agreement or (c) any breach or other failure by Licensors to perform any of Licensors' obligations under this Agreement.

7. **Right of Injunction.**

The rights of the parties under this Agreement are declared by the parties hereto to be unique rights and that such rights cannot be adequately protected by legal remedies alone. Accordingly, the parties hereto agree that an action for specific performance of the obligations created under this Agreement and/or an action brought to enjoin any breach or threatened breach of any of the provisions of this Agreement shall be available equitable remedies, in addition to other applicable remedies at law or in equity to the non-breaching party. If the non-breaching party to this Agreement is forced to institute legal proceedings to enforce its rights under this Agreement, it shall be entitled to recover from the breaching party all reasonable and necessary attorneys' fees, expenses and court costs incurred in enforcing its rights under this Agreement.

8. **General Provisions.**

a. ***Governing Law and Jurisdiction.*** This Agreement has been executed in, and shall be governed by the laws of, the State of Texas. Venue and jurisdiction for any dispute or question arising out of or relating to this Agreement shall lie exclusively in Jefferson County, Texas State District Court.

b. ***Entire Agreement.*** Any and all prior negotiations, discussions, representations or agreements, whether written or oral, between any of the parties, relating in any way to the subject matter of this Agreement are hereby superseded in their entirety. This Agreement contains the entire agreement of the parties concerning the subject matter hereof.

c. ***Binding Effect.*** Subject to the restrictions against transfer or assignment contained in this Agreement, the provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, beneficiaries, successors, legal representatives and assigns of all parties to this Agreement.

d. ***Counterparts.*** This Agreement may be signed in one or more counterparts, all of

which when taken together shall be considered to be one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, effective as of the date first written above.

[Handwritten signature of Briant L. Smith]

Briant L. Smith

[Handwritten signature of Sam A. Monticello]

Sam A. Monticello

LICENSORS

ANGLER'S TECHNOLOGY, LLC

By:

[Handwritten signature of Edmund H. Price, II]

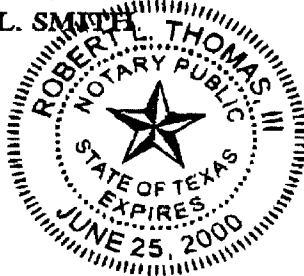
Edmund H. Price, II
Its Operating Manager

LICENSEE

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this 12th day of May, 2000, by
BRIANT L. SMITH

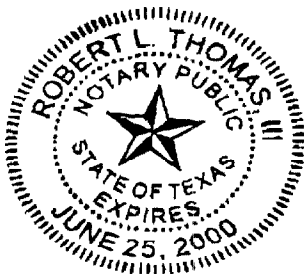


[Handwritten signature of Notary Public]
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

This instrument was acknowledged before me on this 12th day of May, 2000, by
SAM A. MONTICELLO.



[Handwritten signature of Notary Public]
Notary Public, State of Texas

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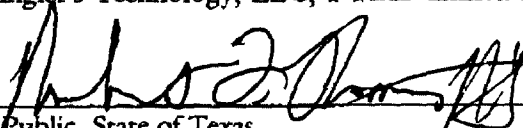
THE STATE OF TEXAS

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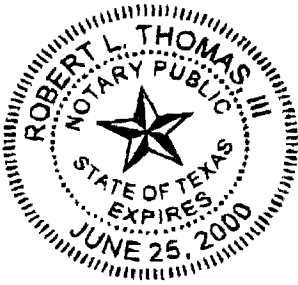
COUNTY OF JEFFERSON

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This instrument was acknowledged before me on this 12th day of May, 2000, by EDMUND H. PRICE, II, as Operating Manager of Angler's Technology, LLC, a Texas limited liability company, on behalf of said company.



Notary Public, State of Texas



ABSTRACT

This invention discovers a new and useful process to manufacture fishing lures known as spoons. There are many types of fishing spoons, and spoons are probably one of the oldest and most commonly used lures employed by artificial lure fishermen. Prior to this invention, all spoons were made of hard materials; largely and the greatest proportion from metals. This patent describes a new process of lure manufacturing. It utilizes a totally new concept and application of the composition of the spoons; enables the user of spoons to implement a wide versatility of actions from topwater to deeper levels of water due to its flexibility; and the softness of the material used in the manufacturing of this embodiment makes it more attractive and acceptable to gamefish.

STRUCTURAL DESCRIPTION

The soft spoon process is a method of forming a spoon whose outer body is typically convex on the top side and flattened to slightly concave on the bottom or opposite side. The novelty of this spoon's appearance is that it has a soft texture and feel, instead of the usually hard structure of the other types of spoons. The process that contributes to the softness is one in which a soft plastic or soft rubber material is molded over a flexible metal frame or skeleton. The physical appearance of the soft spoon is highly variable due to the fact that in one type of this embodiment, the plastic or rubber is optically clear and therefore any number of combinations of holographic colors or patterns, or painted colors applied to the metal frame or skeleton will result in an infinite array of physical appearances. Because the soft plastic or rubber body is molded in graduated thicknesses over the metal skeleton or frame, a 'three-dimensional' appearance results and contributes to a life-like resemblance to a small bait fish. In another type, the soft spoon is molded with an opaque, soft plastic that may be processed to appear in any color or combinations of color patterns.

The steps of the process to fabricate the optically clear soft spoon are as follows. A mold of the spoon is made from aluminum or some type of commercial molding compound. The metal skeleton or frame that is used is dependent upon which soft spoon model is being made. The skeleton or frame may be of stainless steel wire or may be from a strip of malleable metal such as brass, nickel plated brass, or of stainless steel strip. Holographic tape of a selected pattern and/or color is laid over the metal skeleton or frame. The shape of the holographic tape over the skeleton is cut so as to resemble the shape of the final spoon but somewhat smaller in the perimeter. The holographic tape may be employed of both sides of the frame or skeleton so as to 'sandwich' the frame or skeleton. The holographic tape covered, or painted metal skeleton or frame, is placed in the spoon's mold. A soft plastic or soft rubber compound is injected into the mold in a fashion to conform to the spoon mold in all dimensions and perimeter. The molded spoon is permitted to 'cure' accordingly to the required time and temperature of the soft compound that may be used in this embodiment. When the curing process is completed, the soft spoons are removed from the mold and terminal tackle appliances of split rings, swivels and hooks are fastened.

The steps of the process to fabricate the soft vinyl plastic spoons are as follows. A mold of the soft spoon is made from a hard heat stable molding material. The vinyl plastic is mixed with a determined proportion of hardener and is heated until ready to be used. The metal skeleton strip or wire is placed longitudinally into the mold. The heated plastic mix is injected into the mold, so as to encase the metal skeletal body in all dimensions and perimeter. After required curing temperature and time, the soft spoons are removed and terminal tackle is attached.

OPERATION OF THE INVENTION

The novelty of this fishing lure is that a spoon with a soft, life-like composition of its body and that is readily shaped to govern movement, has not been commercially produced. The inventors have conducted a search at the Patents and Trademark Depository Library in Houston, Texas and have not discovered such a lure. In addition to the Patents and Trademark search, the inventors have carefully viewed and studied dozens of fishing supply catalogs and have found no spoons available that are made to be soft and readily shaped so as to modify their action in the water. Therefore, the novelty requirement should be satisfied because the soft spoons in this invention are totally different than what is available and known to the public.

The described invention possesses a new physical feature in that the soft spoons are soft to the touch. Because the invention's spoons are shaped similar to available spoons in the market place, the same old features of the use and adaptability of spoons as fishing lures are retained, but a totally new set of combinations of these old features enhances, improves and diversifies the use and adaptability of spoon employment. The new qualities of these soft spoons, their soft life-like feel, the thickened bodies that are shapeable, and their enhancement of return strikes certainly introduce a new use of an old feature.

The aforementioned qualities of this invention enables the soft spoon to have new, dramatic and unexpected results. The process allows that a spoon may be used as a topwater lure, a crank bait, a jig bait or as a regular spoon with action depending upon how the soft spoon is bent and shaped. This is an economic advantage to the fisherman in that one versatile bait is highly variable in action to several other individual artificial baits. The thickened soft body resembles more closely a bait fish than conventional hard spoons and presents a startling, unique and new appearance for spoons. The varied holographic adaptations incorporated in the optically clear model, with its 'three-dimensional' appearance, results in a different visual effect never before seen in a spoon.

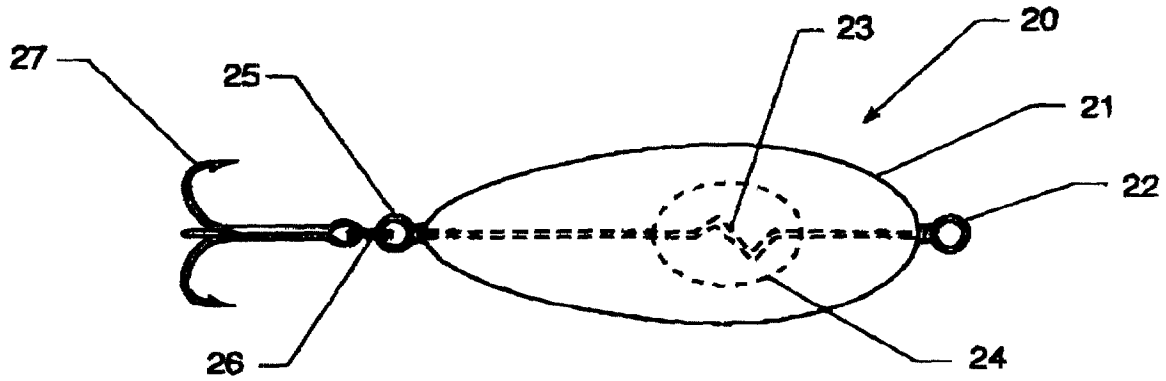


FIG. 4

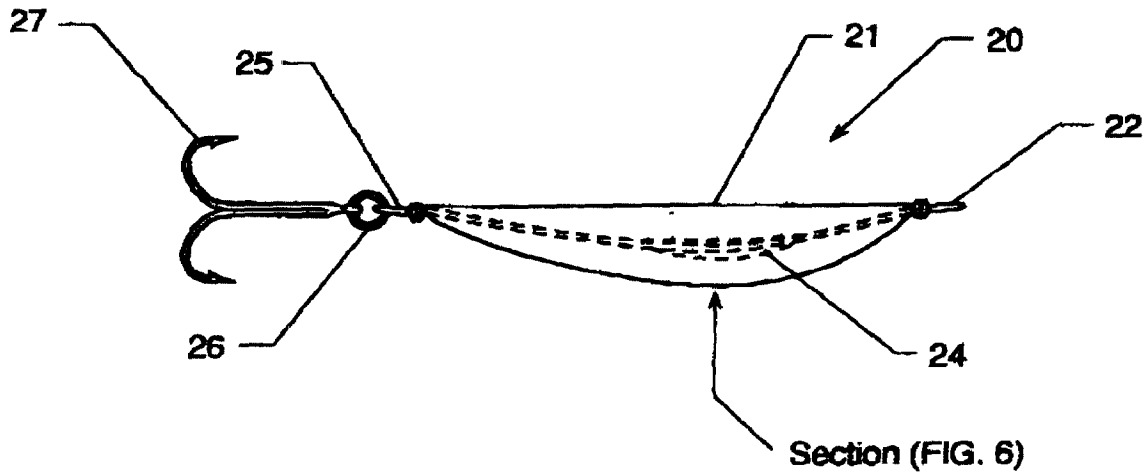


FIG. 5

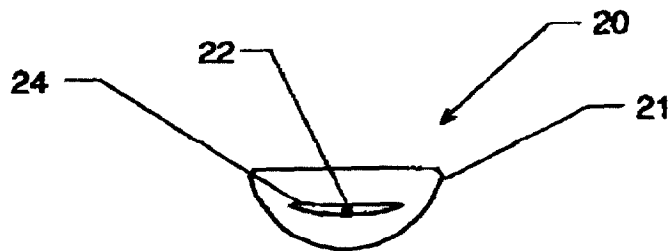


FIG. 6

SOFT SPOONS FISHING LURES

BACKGROUND AND SUMMARY OF THE INVENTION

The invention provides for a new and useful process to make fishing lures, known as spoons, so as to increase their versatility of action and attractiveness to fish.

There are many types and designs of fishing lures known as spoons. Spoons are named because they possess a very strong resemblance to the ordinary eating spoon; that is, most are concave on one surface and flat or convex on the other surface. Spoons are one of the oldest and most commonly used lures employed by artificial bait fishermen. Virtually all spoons are constructed from hard materials; largely and the greatest proportion from metals.

This patent describes a new process of lure manufacturing; it utilizes a totally new concept and application of the composition of the spoons. In the method presented, the spoon is made of a soft plastic or rubber material. Because the soft plastic or rubber body of the spoon encases a malleable metal central frame or skeleton, the shape may be easily bent or reformed to accommodate versatile fishing conditions. This bending and reshaping of the soft spoon enables the lure to perform a wide variety of movements from deep in the water column, to selected depths, and on the surface of the water.

One of the common criticisms of hard artificial baits is that unless fish are hooked from the initial strike onto the lure, they are "turned-off" (discouraged to strike again at the bait) by the foreign feel of the hardness of the lure. Because of the softness of this lure, tests with prototypes have revealed more 'return strikes' to the soft spoon versus that of the hard variety of metal spoons, by fish that missed the initial strike.

The addition of fish attractants such as fish oils, fish extracts or mixtures of suspensions of bait particles have long been recognized and accepted as a tool to increase the attractiveness and acceptance of a bait by gamefish. Certain soft spoons in this embodiment are designed with a port in the soft body that contains a cotton tampon which may be saturated with such mentioned fish attractants.

EXPLANATION OF ILLUSTRATIONS

Legend

Figure 1, 2, 3

7. Completed soft spoon with terminal tackle attached
8. Molded plastic or rubber body of spoon
9. Patterned holographic tape to skeleton of soft spoon
10. Malleable strip skeleton of soft spoon
11. Eye of soft spoon bait
12. Forward stabilizer hole thru metal skeleton creating 'plug' of molded plastic or rubber
13. Hole drilled through extension of metal skeleton to attach forward split ring
14. Forward stainless steel split ring
15. Barrel swivel
16. Rear stabilizer hole thru metal skeleton creating 'plug' of molded plastic or rubber
17. Rear stainless steel split ring
18. Hole drilled through extension of metal skeleton to attach rear split ring
19. Treble hook

Figure 4, 5, 6

20. Completed soft spoon with terminal tackle attached
21. Molded plastic body of spoon
22. Forward ring made from stainless steel wire skeleton
23. Bent or kinked stainless steel wire skeleton
24. Rounded malleable metal plate adhered to stainless steel body
25. Rear ring made from stainless steel wire skeleton
26. Stainless steel split ring
27. Treble hook