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Commissioner of Patents and Trademarks
Box: ASSIGNMENT
Washington, D.C. 20231

ate: July 3, 2001

Please record the attached original document or copies for which the following particulars apply:

- 1. Conveying Party(ies): Kenneth M. Nicolay; Lawrence E. Guerra and Theresa R. Henry
- 2. Receiving Party: Kenneth M. Nicolay
Address: 5528 Tahoe Lane, Fairway, Kansas 66205

Assignee is domiciled in the United States.
 Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

3. Submission Type: Assignment Agreement

4. Date Executed: 11/20/00 and 11/16/00.
 Interest Conveyed: Entire Other

5. Please record the enclosed document against the following:

patent application(s) issued patent(s)

Application Serial No. 09/707,639, filed November 7, 2000, entitled LAWNMOWER HANDLE ASSEMBLY

6. Please address all correspondence concerning recordation of this document to: Shughart, Thomson & Kilroy, P.C., Attention Mark L. Kleypas, 120 West 12th Street, Kansas City, Missouri 64105.

7. Total number of patent(s)/application(s) involved: 1

8. Please charge Deposit Account No. 12-1660 for the recording fee of \$_____.

9. Our check No. 344717 is enclosed to cover the recording fee of \$40.00.

10. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

11. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

By Mark L. Kleypas
Mark L. Kleypas

Reg. No. 43,720

Total number pages submitted: 4

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120 West 12th Street
Kansas City, Missouri 64105
(816) 421-3355



ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which we acknowledge, we made the following assignment and promises to Kenneth M. Nicolay ("Assignee"), an individual residing at 5528 Tahoe Lane, Fairway, Kansas 66205, in connection with our invention of a new, original, LAWNMOWER HANDLE ASSEMBLY ("Invention").

1. We assign, transfer, and convey to Assignee our entire right, title and interest in and to

- (a) the Invention;
- (b) the application for United States Letters Patent executed by us on 11/20, 2000; and 11/19, 2000.
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

2. We authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

3. We agree that, upon the request of Assignee, we will
- (a) execute any and all divisional and renewal applications for the Invention or improvements;
 - (b) execute any supplemental oath relating to the Invention or improvements;
 - (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application.

4. We covenant and warrant that as of the date of this Assignment Agreement, we, along with Kenneth C. Nicolay, are the true and lawful owners of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that we have not executed and will not execute any agreement in conflict with this Assignment Agreement.

5. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

11/20/00
Date

Lawrence E. Guerra
Lawrence E. Guerra

11-13-00
Date

Theresa R. Henry
Theresa R. Henry

STATE OF)
) ss.
COUNTY OF)

On this 2nd day of September, 2000, before me, a Notary Public in and for the above State and County, personally appeared Lawrence E. Guerra, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

Sharon M. Kelly
Notary Public

My Commission Expires: 8/28/03

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 16th day of Nov., 2004, before me, a Notary Public in and for the above State and County, personally appeared Theresa R. Henry, to me known and known to me to be the person of that name who signed and sealed the above instrument, and she acknowledged the same to be her free act and deed.



Theresa R. Henry
Notary Public

My Commission Expires: 08-26-2003