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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
MARDE BURKE

10-1-01

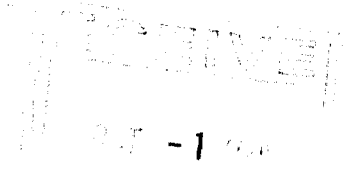
2. Name and address of receiving party(ies):
Name: W.C. BRADLEY/ZEBCO HOLDINGS, INC.
Address: 6101 E. Apache, Tulsa, OK 74115-3300

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

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

3. Nature of Conveyance:

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



Execution Date: 08/23/2001

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

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

- A. Patent Application No.(s)
29/144,631
- B. Patent No.(s)

Additional numbers attached? Yes No

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

R. Alan Weeks
Fellers, Snider, Blankenship, Bailey & Tippens, P.C.
321 S. Boston Ave., Suite 800
Tulsa, OK 74103-3318

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

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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.

R. Alan Weeks
Name of Person Signing

[Signature]
Signature

9/28/01
Date

ASSIGNMENT

WHEREAS, MARDE BURKE, residing at 14109 E. 87th Terrace N., Owasso, OK 74055 (hereinafter referred to as "ASSIGNOR") has invented a certain new and useful invention entitled "SPINCAST FISHING REEL BODY", which is described and claimed in the United States design patent application filed on July 7, 2001, as Serial No. 29/144,631; and

WHEREAS, W.C. BRADLEY/ZEBCO HOLDINGS, INC., a Georgia corporation, having a place of business at 6101 E. Apache, Tulsa, OK 74115-3300, (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to the aforementioned invention and application, and in, to and under any and all Letters Patent of the United States and in any and all foreign countries;

NOW, THEREFORE, this indenture witnesseth that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR, the inventor, has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to ASSIGNEE, the above-referenced invention and application and any and all divisions and continuations thereof, and any and all Letters Patent of the United States, its territorial possessions, and any and all foreign countries which may be granted therefor, and any and all extensions, reissues or certificates of reexamination of such Letters Patent, including all rights of priority and the subject matter of any and all claims which may be obtained in every such patent, the same to be held and enjoyed by ASSIGNEE for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, to the end of the term or terms for which such Letters Patent are or may be granted, extended, reissued or reexamined as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents to issue any and all Letters Patent of the United States on the invention, or resulting from the present application, and from any and all divisions and continuations, extensions, reissues or reexaminations thereof to ASSIGNEE, and hereby covenant that he has full right to convey the entire interest herein assigned, and that he has not executed and will not execute any agreement in conflict herewith.

AND, ASSIGNOR further hereby covenants and agrees that he will, at any time, upon request and at the expense of ASSIGNEE, execute and deliver any and all papers that may be necessary or desirable to perfect the title to the invention and application and any Letters Patent as may be granted therefor in ASSIGNEE, its successors, assigns, or other legal representatives, and that if ASSIGNEE, its successors, assigns, or other legal representatives shall desire to file any division or continuation application, or to secure an extension, reissue or reexamination of such Letters Patent, or to file a disclaimer relating thereto, will, upon request, sign all papers, make all

rightful oaths, and do all requisite acts for the filing of such division, continuing, or reissue application, request for reexamination or disclaimer, without further compensation.

AND, ASSIGNOR further agrees to communicate to ASSIGNEE, its successors, assigns, or other legal representatives, such facts relating to the invention disclosed in the present application or Letters Patent issuing therefrom as may be known, and to testify as to such facts in any interference or other litigation when requested to do so.

Executed by the undersigned on the date indicated.

Marde Burke 8/23/2001
Marde Burke (Date)

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