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

<p>1. Name of conveying party(ies): Donald E. Weder</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p> <p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name Other _____</p> <p>Execution Date: October 25, 2001</p>	<p>2. Name and address of receiving party(ies): Name: <u>Southpac Trust International, Inc. not individually, but as Trustee of the Family Trust U/T/A/ dated December 8, 1995</u> Authorized Signatory, Charles A. Coddling 9400 N. Broadway, Suite 420 Oklahoma City, OK 73114</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no</p>
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4. Application number(s) or patent number(s): Dkt. No. 8403.237

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

A. Patent Application No(s). USSN _____	B. Patent No(s).
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Additional numbers attached? yes no

<p>5. Name/address of party to whom correspondence concerning document should be mailed: <u>Richard A. Nelson</u> <u>DUNLAP, CODDING & ROGERS, P.C.</u> <u>9400 North Broadway, Ste. 420</u> <u>Oklahoma City, Oklahoma 73114</u></p>	<p>6. Total no. of applications and patents involved [1]</p> <p>7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account.</p> <p>8. Deposit account number: <u>04-1700</u> (Attach duplicate of this page if paying by deposit account)</p>
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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.

Richard A. Nelson		1-2-02
Name of Person Signing	Signature	Date

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PATENT
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ASSIGNMENT

WHEREAS: Donald E. Weder, an individual residing at 1111 Sixth Street, Highland, Illinois 62249; (hereinafter referred to as ASSIGNOR), has invented and own a certain invention entitled: **DECORATIVE GROWER'S CONTAINERS AND METHODS FOR USING SAME**, for which application for Letters Patent of the United States is filed herewith; and

WHEREAS: SOUTHPAC TRUST INTERNATIONAL, INC., not individually, but as Trustee of the Family Trust U/T/A dated December 8, 1995, ("Trust") is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that **ASSIGNEE** will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to **ASSIGNOR** and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to **ASSIGNEE** or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this 25 day of October, 2001.



Donald E. Weder