Form PTO-1595 RECORDATION FORM (Rev. 03/01) PATENT OMB No. 0651-0027 (exp. 5/31/2002) Tab settings □ □ □ ▼ ▼ ▼	S ONLY
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): YEH, Chun Ching	2. Name and address of receiving party(ies) Name: Calico Brands, Inc. Internal Address:
Additional name(s) of conveying party(les) attached? Yes 🗸 No	
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other	2055 South Haven Ave. Street Address:
08-02-2001 Execution Date:	City: Ontario State: CA Zip: 91761 Additional name(s) & address(es) attached? Yes V No
5. Name and address of party to whom correspondence	ttached? Yes No 6. Total number of applications and patents involved:
concerning document should be mailed: Name: R. Joseph Trojan, Esq.	7. Total fee (37 CFR 3.41)\$40
TROJAN LAW OFFICES	Enclosed Authorized to be charged to deposit account
Street Address: 9250 Wilshire Blvd., Suite 325	8. Deposit account number: 500703
City: Beverly Hills State: CA Zip: 90212	
DO NOT US	E THIS SPACE
9. Signature. R. Joseph Trojan (#34,264) Name of Person Signing	6-13-2002 Signature Date over sheet, attachments, and documents:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

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ASSIGNMENT OF PATENT RIGHTS

- 1. WHEREAS, I, CHUN CHING YEH, residing at 21042 E. Arrow Hwy #5, Covina, CA 91724, U.S., have invented certain a new and useful SAFETY APPARATUS OF BARBECUE LIGHTER ("SAFETY APPARATUS INVENTION"), for which an United States Patent Application (No. 09/449,842) was filed on 26 Nov 1999, now issued as United States Patent No. 6,077,071 on 20 Jun 2000, and
- 2. WHEREAS, CALICO BRANDS, INC., a California corporation, having its principal place of business at 2800 East Philadelphia Street, Ontario, CA 91761-8523 is desirous of acquiring the entire right, title, and interest in and to said invention, said Patent application and patents which may be granted and issued therefrom in the United States of America, Canada, the People's Republic of China, and throughout the world;
- NOW THEREFORE, in consideration of the sum of 3. _____ dollars (USD \$_1.00_ ONE 15 and other good and valuable consideration, the receipt of which is hereby acknowledged, I, CHUN CHING YEH, by these presents do hereby sell, assign, and transfer unto said CALICO BRANDS, INC. the entire right, title, and interest, to said patent for the territory of the United States of America, Canada, the People's 20 Republic of China, and throughout the world, including any and all foreign rights and Convention priorities, in and to said invention, any and all patent applications including continuation applications describing said invention or any modification thereto, and Letters Patent; said invention, any and all patent 25

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ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 2 of 8

applications including continuation applications describing said invention or any modification thereto, any and all modifications to said invention, and Letters Patent are to be held and enjoyed by said CALICO BRANDS. INC. for its use and benefit and for its successors and assigns to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by me as if this assignment and sale had not been made.

I FURTHER AGREE to execute upon presentation any and all 4. domestic and foreign applications describing and claiming said 10 invention without further consideration, and in conjunction therewith to execute any and all further assignments or other documents that may be required for filing under the International Convention or for recording in patent offices throughout the world. If I cannot sign or refuse to execute any and all domestic 15 and foreign applications, assignments, or documents describing and claiming my SAFETY APPARATUS INVENTION, I hereby appoint CALICO BRANDS, INC. with Full Power of Attorney to prosecute any and all applications and to transact all business, including the signing of documents, concerning my SAFETY APPARATUS INVENTION in the 20 United States Fatent and Trademark Office (pursuant to 35 U.S.C. §118 and 37 C.F.R. §1.47) or any foreign patent office on my behalf.

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> ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. <u>Page 3 of 8</u>

GENERAL PROVISIONS:

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1. Attorney's Fees;

In the event that any of the parties shall bring any action or proceeding in connection with this agreement, the prevailing party shall be entitled to recover as part of such action or proceeding its reasonable attorney fees and court costs incurred therein.

Controlling Law, Venue, and Jurisdiction:

The parties and their employees, officers, directors, agents, assigns, successors-in-interest, affiliates, and all persons acting in concert with them, expressly agree that all the terms and provisions hereof shall be construed and interpreted in accordance with, and governed by, the laws of the State of California of the United States of America, and that the Venue for any litigation regarding these terms and provisions will be in Los Angeles, California. As such, the parties and their employees, officers, directors, agents, assigns, successors-in-interest, affiliates, and all persons acting in concert with them, agrees henceforth, that they shall be subject to personal jurisdiction in the State of California and in the Courts of the United States of America, and therefore, hereby waives all rights, assertions and protection as an alien or non-resident of California or of the United States of America.

IT BY: CALICO BRANDS, INC.; 909 930 3806;

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ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 4 of 8

Waiver of Service Requirements: Э.

The parties and their employees, officers, directors, agents, assigns, successors-in-interest, affiliates, and all persons acting in concert with them, agree henceforth to waive any and all rights under any international treaty concerning service of documents, complaints, legal notices, and the like, and further agree that service shall be effective if made upon any officer of CALICO BRANDS, INC. or upon YEH and/or upon any other of its or his designated agents, and the parties further agree that registered mail shall be the acceptable manner of service upon the The time for responding to any legal documents, complaints, legal notices, and the like shall be thirty (30) days unless otherwise specified in this agreement.

California Judgment: 15

The parties further stipulate and agree that any Judgment obtained as a result of any legal proceeding instituted pursuant to this agreement shall be immediately registerable and fully enforceable in any country in the world, including but not limited to the United States of America, and that the underlying basis for and/or enforcement of, any such judgment shall not be separately challenged in the country in which the judgment is registered.

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IT BY: CALICO BRANDS, INC.;

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ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 5 of 8

5. Severability:

If any term, provision or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms provisions, and covenants of this agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

6. Complete Agreement:

This Agreement constitutes the complete and final agreement between the parties and supersedes all previous negotiations, communications, and/or express or implied agreements between the parties. No modification of this Agreement shall be valid unless in writing and signed by both of the parties.

15 7. Counterparts:

This agreement may be executed in one or more counterparts, which may be signed and exchanged by the parties by telecopier, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Any copy or reproduction of this agreement may serve in lieu of the original, and will have the same effect and operation of law.

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ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 6 of 8.

Legality and Waiver:

If any provision of this agreement is deemed to be illegal, invalid or unenforceable for any reason, it shall not affect the legality, validity or enforceability of any other provision contained herein. Any waiver of any breach of this Agreement shall not constitute a waiver of any subsequent breach.

Independent Legal Advice: 9.

Each party has received independent legal advice from their respective attorneys with respect to the advisability of entering 10 into and executing this Agreement.

10. No Reliance on Extrinsic Facts:

No party (nor any officer, agent, employee, representative, or attorney of any party) has made any statement or representation to any other party regarding any fact relied upon in entering into this Agreement other than those set forth in this Agreement, and neither party relies upon any statement, representation or promise of any other party (or of any officer, agent, employee, representative, or attorney of any other party), in executing this Agreement, except as expressly stated in this Agreement. The parties expressly assume the risk that the facts or law may be, or may become, different from the facts or law as presently believed by the parties.

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ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 7 of 8

11. Successors and Transferees:

This Agreement shall be binding upon and inure to the benefit of each of the parties' successors, assigns, heirs, and transferees.

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12. No Agency, Fiduciary and/or Brokerage Relationship:

Nothing in this agreement shall be construed as creating any kind of agency and/or fiduciary and/or brokerage relationship between the parties to this agreement.

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13. No Construction Against Drafter:

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party.

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14. Warranty:

The persons signing below on behalf of each party hereby warrant that they are the authorized representative of the party for whom they are signing and have full authority to enter into this agreement and unconditionally bind the party to all terms and conditions stated herein.

I, CHUN CHING YEH, hereby warrant that I have the proper title to transfer all the worldwide rights, title, and interest to my SAFETY APPARATUS OF BARBECUE LIGHTER, which is the subject of

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PAGE 2

ASSIGNMENT OF PATENT RIGHTS FROM CHUN CHING YEH TO CALICO BRANDS, INC. Page 8 of 8______

U.S. Patent Application No. 09/449,842, now issued as U.S. Patent No. 6,077,071 on 20 Jun 2000. I, CHUN CHING WEH, represent that I have not previously transferred any interests to my SAFETY APPARATUS OF BARBECUE LIGHTER to another party prior to this instant assignment document.

I have fully read and understand the provisions of this Agreement. Even though this document is in English, I acknowledge that I have satisfied to myself that I have fully understood each and every provision of this Assignment of Patent Rights from CHUN CHING YEH to Calico Brands, Inc., involving U.S. Patent Application No. 09/449,842, which issued into U.S. Patent No. 6,077,071 on 20 June 2000.

Dated this 2 day of August . 2001,
at Los Angeles, CA
Chun Chiny Yel
CHUN CHING YEH
Acknowledgment
State of California) SS: County of)
Before me personally appeared said <u>CHUN CHING YEH</u> and acknowledged the foregoing instrument to be his free act and deed this day of, 2001. (Scal)
Notary Public

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CALICO BRANDS, INC.;

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	ss.
County of LOS Angeles _	
on August 03, 200/, before me,	DU, - YEE TSE NOTATY Puble Name and Tile of Officer (e.g., "Jene Doc. Notary Julius") H/NG VEH Name(s) or Gigner(s)
personally appeared <u>CHUN</u> CH	HACT VEH Name(s) or Olgrier(s)
	personally known to me (personally known to me (personally known to me evidence)
PUI-YEE TSE Commission # 1309892 Notary Public - California Los Angeles County My Correr, Expires Jun 22, 2005	to be the person(s) whose name(s) is/ard subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), dutied the entity upon behalf of which the person(s) acted, executed the instrument.
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