

12-17-2002



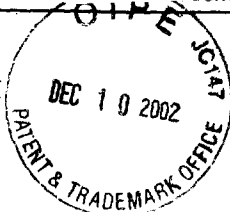
Tab settings

102313129

To the Honorable Commissioner of Patents and Trademarks, attached original documents or copy thereof.

1. Name of conveying party(ies):

Harry W. Eberle, III  
357 Vernoy Road  
Califon, NJ 07830



2. Name and address of receiving party(ies)

Name: Blue Heron Enterprises, LLC

Internal Address:

Street Address: 357 Vernoy Road

City: Califon State NJ Zip: 07830

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

1210-0

Execution Date: 6 December 2002

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

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)

B. Patent No.(s) 6,402,415

Additional numbers attached?  Yes  No

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

Name: Kenneth P. Glynn

Internal Address:

Street Address: 24 Mine Street

City: Flemington State: NJ Zip: 08822

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:

12/16/2002 DBYRNE 00000142 6402415

DO NOT USE THIS SPACE

01 FC:0025 Signature.

40.00 DP

Kenneth P. Glynn  
Name of Person Signing

Signature

6 December 2002

Date

Total number of pages including cover sheet, attachments, and documents: 5

**ASSIGNMENT**  
**INVENTOR OR INVENTORS:**

Harry W. Eberle, III  
357 Vernoy Road  
Califon, NJ 07830

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned person named above, herein referred to as UNDERSIGNED, hereby agrees as follows:

1. UNDERSIGNED hereby assigns to BLUE HERON ENTERPRISES, LLC, P.O. Box 414, Califon, New Jersey 07830, its successors, legal representatives and assigns, herein referred to collectively as ASSIGNEE, the entire right, title and interest, for the United States and all foreign countries, in and to UNDERSIGNED'S inventions or improvements, described in:

a. Anchoring Biscuit Device, United States Patent No 6,402,415 issued June 11, 2002;

b. Anchoring Biscuit Device, European Patent Application No. 99308803.8 filed November 4, 1999;

c. Anchoring Biscuit Device, Australian Patent Application No. 59324/99 filed on November 10, 1999;

d. Anchoring Biscuit Device, Canadian Patent Application/Patent No. 2305852, filed April 14, 2000.

and any and all rights of priority created by said patents under the provisions of the International Convention for the Protection of Industrial Property, and all Pan-American Conventions Relating to Inventions, Patents, Designs, and Industrial Models and all right in any and all foreign patent applications and patents covering UNDERSIGNED'S inventions.

2. UNDERSIGNED agrees upon the request of ASSIGNEE to execute any and all applications for United States patent for said inventions or improvement, and any continuations of such applications or substitutes therefore, and any lawful oaths, affidavits, or other papers relating thereto, and any specific separate assignments of any of the above required for recording in the United States Patent Office, that ASSIGNEE may deem necessary or expedient.

3. UNDERSIGNED agrees that in the event of any application based on said assigned inventions or improvements, or patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in interference proceedings,

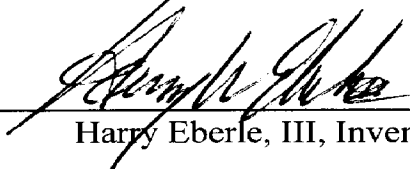
UNDERSIGNED will cooperate with ASSIGNEE to the best of the ability of the UNDERSIGNED in the matter of preparing and executing preliminary statements and giving the producing evidence in support thereof.

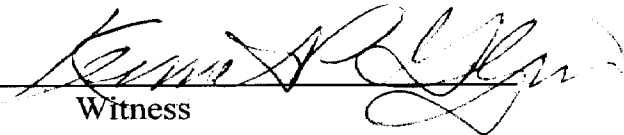
4. UNDERSIGNED agrees upon request of ASSIGNEE to execute any and all documents that shall be required of UNDERSIGNED to be executed in connection with any and all applications for foreign patents for said inventions or improvements, including the prosecution thereof, and the claiming of the International and/or Pan American Convention date(s) therefor and registration in foreign countries of any patents that may be granted for said inventions or improvements.

5. UNDERSIGNED agrees to perform upon ASSIGNEE'S request any and all affirmative acts to obtain United States and foreign patents upon said inventions or improvements and to vest all rights therein hereby conveyed to ASSIGNEE as fully as entirely as the same would have been held and enjoyed by UNDERSIGNED if this assignment and sale had not been made.

IN WITNESS WHEREOF, this assignment has been executed by UNDERSIGNED on the date opposite UNDERSIGNED'S NAME.

Date: 12/6/02

 L.S.  
Harry Eberle, III, Inventor

  
Witness