



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

12-18-2002

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office



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Tab settings =>=>=> To the Honorable Commissioner of

Send original documents or copy thereof.

1. Name of conveying party(ies): 11-27-02  
National Sales Company LLC d/b/a Dynamic Design

2. Name and address of receiving party(ies)  
Name: Ames Planter, Inc.

Internal Address: \_\_\_\_\_ 11-27-2002

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #71

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Street Address: 465 Railroad Avenue  
City: Camp Hill State: PA Zip: 17011

Execution Date: November 15, 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)  
5,915,628  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Stanley Seuradge  
Internal Address: Schulte Roth & Zabel LLP  
Street Address: 919 Third Avenue  
City: New York State: N.Y. Zip: 10022

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:  
Schulte Roth & Zabel LLP - 500675  
(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.*

Stanley Seuradge  
Name of Person Signing

November 26, 2002  
Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

12/17/2002 6:01:11 00000140 500675 5915628  
01 FC:8021 40.00 CH

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# PATENT ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assign to Ames Planter, Inc., a Delaware corporation located at 465 Railroad Avenue Camp Hill, Pennsylvania 17011, U.S.A. (hereinafter "assignee"), its successors and assigns, the entire right, title and interest in the inventions or improvements of the undersigned disclosed in U.S. Patent No. 5,915,628, entitled "Watering can," issued June 29, 1999, and in said applications and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said inventions or improvements, and in any and all Letters Patents of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension thereof.

The undersigned hereby authorize and request the Commissioner of Patents and Trademarks to issue any said Letters Patent to said assignee.

The undersigned warrants itself to be the owner of the interests herein assigned and to have the right to make this assignment and further warrant that it has not assigned, licensed, or granted other rights in the interests herein assigned.

For said consideration the undersigned hereby agree, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all divisional, continuation, continuation-in-part and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said applications, and any and all applications and other documents for Letters Patent in foreign countries on said inventions or improvements, that said assignee, its successors or assigns, may reasonably deem necessary or expedient, and for said consideration the undersigned further agree upon the request and at the expense of said assignee, its successors or assigns, in the event of any application or Letters Patent assigned herein becoming involved in an Interference, to cooperate using reasonable efforts of the undersigned with said assignee, its successors or assigns, in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, the undersigned hereby agreeing to perform, upon request, any and all reasonable affirmative acts to obtain said Letters Patent, both United States and foreign, and vest all rights therein hereby conveyed in said assignee, its successors and assigns, whereby said Letters Patent will be held and enjoyed by said assignee, 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 and enjoyed by the undersigned if this assignment and sale had not been made.

WITNESS my hand this 16<sup>th</sup> day of November , 2002.

NATIONAL SALES COMPANY LLC  
d/b/a DYNAMIC DESIGN

By: [Signature]  
Its: [Signature]

State of NY )  
County of NY ) ss

On this 16<sup>th</sup> day of NOVEMBER, 2002, before me, a Notary Public in and for the County and State aforesaid, appeared JAY BLAU, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the same day and year last above given.

My Commission Expires: August 31, 2005

[Signature]  
Notary Public

Notary Public  
Qualified in New York County  
Commission Expires August 31, 2005