

3-11-03

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Form PTO-1595 (Rev. 10/02) RECO OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ ∇ To the Honorable Commissioner of Patents		03-19-2003 102394476	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office Additional documents or copy thereof.
1. Name of conveying party(ies): Robert B. HUMPHREY George COUNES Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) Name: J.R. Kennedy Co., Inc. Internal Address: _____ Street Address: 3540 E. Golf Links Road City: Tucson State: AZ Zip: 85713 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 12/09/02		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) 10/302,107 B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Dale F. Regelman Internal Address: Law Office of Dale F. Regelman Street Address: 4231 S. Fremont Avenue City: Tucson State: AZ Zip: 85714		6. Total number of applications and patents involved: <input type="checkbox"/> 7. Total fee (37 CFR 3.41).....\$ 40.00 <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account ANY DEFICIENCIES OR ADDITIONAL FEES 8. Deposit account number: 502262	
DO NOT USE THIS SPACE			
9. Signature. <div style="display: flex; justify-content: space-between;"> <div> Dale F. Regelman Name of Person Signing </div> <div> Signature </div> <div> 03/06/03 Date </div> </div>			
Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/> 4			

03/18/2003 ECOOPER 00000065 502262 10302107
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Mall documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

PATENT
REEL: 013847 FRAME: 0931

ASSIGNMENT

We, Robert B. Humphrey, 4742 W. Placita de Suerte, Tucson, Arizona 85745 and George Counes, 4465 S. Heather Place, Tucson, Arizona 85730, both of the United States of America, having invented certain inventions and improvements as described and claimed in a United States Patent Application (the "Application") entitled **Five Position Tailgate Assembly**, (and I hereby authorize my attorney(s), authorized to prosecute said application, to here insert the filing date and serial number of said application, when known, Serial No. 10/302,107, filed 11/21/02, for good and valuable consideration, the receipt of which is hereby acknowledged from **J.R. Kennedy Co., Inc.**, and Arizona corporation, having its principal place of business at 3540 E. Golf Links Road, Tucson, Arizona 85713, (hereinafter called the Assignee), do hereby sell, assign and transfer unto the Assignee, its successors, and assigns our entire right, title, and interest, in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to and under said Application and the inventions and any of them therein set forth and described, and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for said inventions or any of them or any part thereof or on said Application or any divisional, continuing, reissue, or other patent application based thereon;

And for the same consideration we do also hereby sell, assign, and transfer unto the Assignee, its successors, and assigns all our rights under the International Convention for the Protection of Industrial Property and all other treaties of like purpose in respect of said inventions and any of them and all parts thereof and said Application, and we do hereby authorize the Assignee, its successors, and assigns to apply in our name or its or their own name or names for patents and like rights of exclusion on or for said inventions or any of them or any part thereof in

all countries claiming if it or they so desire the priority of the filing date of said Application under the provisions of said Convention or any such other treaty;

And for the same consideration, we do hereby agree for ourselves and for our heirs, executors, and administrators, promptly upon request of the Assignee, its successors, or assigns, to execute and deliver without further compensation any power of attorney, assignment, original, divisional, continuing, reissue or other application or applications for patent or patents or like rights of exclusion of any country, or other lawful documents and any further assurances that may be deemed necessary or desirable by the Assignee, its successors, or assigns fully to secure to it or them said right, title, and interest as aforesaid in and to said inventions and any of them and all parts thereof and in and to and under said several patents and like rights of exclusion (including extensions thereof) or any of them, all, however, at the expense of the Assignee, its successors, or assigns;

And we do hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America and the corresponding Officer of each country foreign thereto to issue to the Assignee, its successors, or assigns, any and all patents and like rights of exclusion which may be granted in any country upon said United States Application or other applications or any of them or on or for said inventions or any of them or any part thereof; and we do hereby covenant for ourselves and our legal representatives and agree with the Assignee, its successors, and assigns that we have granted no right or license to make, use, or sell said inventions or any of them or any part thereof to anyone except the Assignee, that prior to the execution of this deed our right, title, and interest in and to said inventions or any of them or any part thereof has not been otherwise encumbered by us, and that we have not executed and will not execute any instrument in conflict herewith.

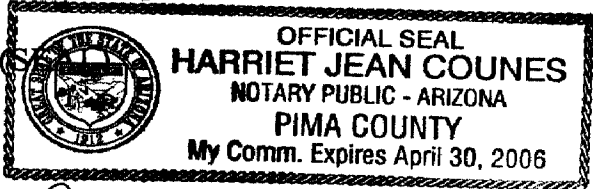
IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year hereinafter noted.

9 Dec 02
Date

Robert B. Humphrey
Robert B. Humphrey

UNITED STATES OF AMERICA)
STATE OF ARIZONA) ss:
COUNTY PIMA)

On this 9th day of DECEMBER, 2002, Robert B. Humphrey, personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.



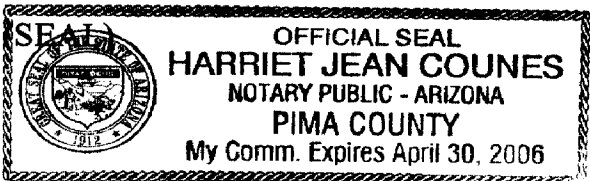
Harriet Jean Counes
Notary Public

9 DEC 02
Date

George Counes
George Counes

UNITED STATES OF AMERICA)
STATE OF ARIZONA) ss:
COUNTY OF PIMA)

On this 9th day of DECEMBER, 2002, George Counes, personally appeared before me, a Notary Public in and for the above-mentioned county, to me known, and known to me to be the individual described in and who executed the foregoing document, and he duly acknowledged to me that he executed same for the uses and purposes therein expressed.



Harriet Jean Counes
Notary Public