

Gardner, Carton & Douglas
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610-4795

ASSIGNMENT

Whereas, Farm Design, Inc., of 12 Silver Lake Road, Hollis, New Hampshire 03049, (hereinafter referred to as Assignor), owns a certain invention entitled:

HAMMER

for which invention an application for a U.S. design patent was executed and for which U.S. Design Patent D459,968 issued on July 9, 2002; and

Whereas, Estwing Manufacturing Company, of 2647 Eighth Street, Rockford, Illinois 61109 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in said Letters Patent.

Now, Therefore, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to assign and transfer to the Assignee, and the Assignee's legal representatives, successors and assigns, the full and exclusive rights in and to the invention in the U.S. and every foreign country and the entire right, title, and interest in and to said Letters Patent and other such applications (e.g., continuations, continuations-in-part, divisionals, reissues and reexaminations) that may be filed in the U.S. and every foreign country, and the Patents or extensions thereof, both foreign and domestic, that may or shall issue thereon.

Upon Said Consideration, Assignor conveys to the Assignee the right to make application in its own behalf for protection of the invention in the U.S. and countries foreign to the U.S. and to claim under the International Convention and/or other international arrangement for any such application the date of the U.S. design application (or any other application on the invention) to gain priority with respect to other applications.

Assignor Does Hereby Covenant and agree with the Assignee that it owns the necessary right, title and interest in the invention to make this Assignment and that it will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this assignment, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, reissued, reexamined, and National phase patents of the U.S. or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and

