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Form PTO-1595 F (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of rations and madernarks:	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Arne Ray Anderson	Name and address of receiving party(ies) Name: Clam Corporation Internal Address:
Additional name(s) of conveying party(ies) attached? Yes No	
Nature of conveyance:	1
Assignment Merger Security Agreement Change of Name	Street Address: 15600 28th Avenue North
Other	Di
6-4-03	City: Plymouth State: MN Zip: 55447
6-4-03 Execution Date:	Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	
A. Patent Application No.(s) 09/942,476	B. Patent No.(s)tached? Yes No
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:
concerning document should be mailed: Curtis V. Harr	7. Total fee (37 CFR 3.41)\$40.00
Name:Curtis V. Harr P.O. Box 2842 Internal Address:	Enclosed
Internal Address:	Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City:_FargoState:_ND_Zip:_58108-2842	E 5
DO NOT USE THIS SPACE	
9. Signature. Curtis V. Harr	6-4-03
Name of Person Signing	Signature Date
Total number of pages including cover	er sheet, attachments, and documents: 5

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

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

ASSIGNMENT

WHEREAS, I, Arne Ray Anderson, have invented certain new and useful improvements disclosed in Application No. 09/942,476 for United States Letters Patent titled Fishing Rod Holder Tip-Up Device and executed by me on even date herewith.

AND WHEREAS Clam Corporation, a Minnesota Corporation (hereafter, together with successors. legal representatives of assigns thereof, called "Assignee") wants to acquire the entire right, title and interest in and to said improvements and application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to said improvements, and said application and all divisions, substitutions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, and all patents (including all extensions, renewals and reissues thereof) granted for said improvements in any foreign countries; and we hereby authorize and request the United States Commissioner of Patents and Trademarks, and any official of foreign countries whose duty it is to issue patens on applications as aforesaid, to issue all patents for said improvements to Assignee in accordance with the terms of this assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, and agreement in conflict herewith:

AND I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said improvements, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignce to obtain and enforce proper patent protection for said improvements in all countries.

IN TESTIMONY WHEREOF, I hereunto set thy hand this 6 - 4 day of June, 2003.

RECORDED: 06/09/2003

PATENT REEL: 014147 FRAME: 0966