FORM PTO-1595

06-30-2003



.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

1 - 26 - 03 RECC 1-31-92 102485496 To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof. 1. Name of Conveying Party(ies): ALL INDIVIDUALS 2. Name and Address of receiving Party(ies): Paul N. McKim Name: James P. Chapman 2222 Westerland Drive, Apt. 202 Houston, Texas 77063 Citizenship: United States of America Street Address: Additional name(s) of conveying party(ies) attached? Yes No 3. Nature of conveyance: 16026 Pool Canyon Road Χ Assignment Merger Security Agreement Change of Name City: Austin State: Texas Other Additional name(s) & Yes No Execution Date: June 13, 2003 address(es) attached? 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) 5,625,984 Issued May 6, 1997 and 5,881,506 Issued March 16,1999 Additional Number(s) attached? Yes 5. Name and address of party to whom correspondence 6. Total number of applications and patents involved: Two concerning document should be mailed: Name: Patrick J. Porter Total Fee (37 CFR 3.41): \$80.00 Internal Address: Baker Botts L.L.P. X Enclosed 1500 San Jacinto Center Street Address: X Authorized to be charged to deposit account 98 San Jacinto Blvd. 8. Deposit account number: City: Austin No. 50-2148 of Baker Botts L.L.P. (Attach Duplicate Copy of this page if paying by deposit account) State: Zip: 78701 Texas DO NOT USE THIS SPACE 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. Patrick J. Porter Name of Person Signing Total number of pages including cover sheet OMB No. 0651-0011 (exp. 4/94) Do not detach this portion Mail documents to be recorded with required cover sheet information: Commissioner of Patent and Trademarks P.O. Box 1450 Alexandria, VA 22313-1450 Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data heeded, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.Q. 202503. 06727/2003 ECOOPER 00000322 5625984

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PATENT REEL: 014201 FRAME: 0649

PATENT ASSIGNMENT

WHEREAS, Paul N. McKim (hereafter "Assignor"), having an address of 2222 Westerland Drive, Apt. 202, Houston, Texas 77063, and being joint owner of United States Patent Application Serial No. 08/399,765 filed on March 7, 1995 entitled "GROUND ANCHOR," now U.S. Patent No. 5,625,984 issued May 6, 1997, and Continuation-in-Part Application Serial No. 08/813,823 filed on March 6, 1997 entitled "GROUND ANCHOR," now U.S. Patent No. 5,881,506 issued March 16, 1999, and the invention described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, James P. Chapman (hereafter "Assignee"), having an address of 16026 Pool Canyon Road, Austin, Texas 78734, and also being joint owner of the Patent Property, desires to acquire all of Assignor's right, title and interest in and to the Patent Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of his right, title and interest in and to the Patent Property, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by Assignee for his own use and benefit, and for the use and benefit of his successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Assignor also assigns to Assignee, all of his right, title and interest in and to the invention disclosed in said Patent Property throughout the world, including the right to file applications and obtain patents, utility models, industrial models and designs for said Patent Property in his own name throughout the world, including all rights to publish cautionary notices reserving ownership of said invention and all rights to register said Patent Property in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications,

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assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

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Assignor also assigns unto Assignee all claims for damages by reason of infringement prior to the assignment date of the Patent Property throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to Assignee any facts known to it respecting any improvements; and, at the expense of Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest title in Assignee and to aid Assignee to obtain and enforce proper protection for said Patent Property in all countries.

IN WITNESS WHEREOF, this Assignment shall be binding on the parties' successors, assigns and legal representatives.

Date: 6-13-03

ASSIGNOR

Paul N. McKim

Houston, Harris County, Texas

Date: 6-13-03

James P. Chapman

Austin, Travis County, Texas

RECORDED: 06/26/2003