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FORM PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

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



Tab settings =>=>=> ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
LAWN CLAW INTERNATIONAL INC.

2. Name and address of receiving party(ies):  
Name: GARDEN CLAW INTERNATIONAL INC.



Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Additional names(s) of conveying party(ies) attached?  Yes  No

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

Street Address: The CIBC Center  
Warrens Street

City: St. Michaels, Country: Barbados Zip: \_\_\_\_\_

Execution Date: May 23, 2003

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)

D376,077;

D381,246

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Blake, Cassels & Graydon LLP

Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: 199 Bay Street

Box 25, Commerce Court West

City: Toronto State: ON ZIP: M5L 1A9

6. Total number of applications and patents involved: [ 2 ]

7. Total fee (37 CFR 3.41):.....\$80.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

02-2553

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement of signature.

*To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.*

Robert H. Nakano (Reg. No. 46,498)

Name of Person Signing

Signature

September 4, 2003

Date

Total number of pages including cover sheet, attachments and documents: [ 4 ]

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

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PATENT TRADEMARK OFFICE

PATENT

REEL: 014455 FRAME: 0649

**THIS DEED OF TRANSFER OF ASSETS AND LIABILITIES BY WAY OF LIQUIDATION DISTRIBUTION** is made as of the 16th day of May, 1996.

**BETWEEN:**            **LAWN CLAW INTERNATIONAL INC.**, an International Business Company duly incorporated under the laws of Barbados (the "Company")

**AND:**                **GARDEN CLAW INTERNATIONAL INC.**, an International Business Company duly incorporated under the laws of Barbados (the "Shareholder")

**WHEREAS:**

- A. The Company has passed a special resolution pursuant to the Companies Act of Barbados resolving that the Company be liquidated and dissolved in accordance with Section 366 of the Act;
- B. The Shareholder owns all of the outstanding shares in the capital stock of the Company and is entitled on distribution to all of the assets of the Company after payment of the liabilities of the Company;
- C. The Shareholder has agreed to assume and discharge all of the liabilities of the Company and has agreed to assume all of the expenses in connection with the dissolution of the Company and the distribution of its assets in payment of its liabilities; and
- D. To facilitate the immediate dissolution of the Company, the Shareholder has agreed to indemnify the directors of the Company and save them harmless from any liability resulting from the dissolution.

**THEREFORE** the parties covenant and agree as follows:

- 1. The Company transfers, assigns, conveys, distributes and sets over to the Shareholder its successors and assigns, all of its property, assets and undertaking, both real and personal, of every nature and kind, whatsoever, including, but without limiting the generality of the foregoing, all cash on hand and in the bank and all bills, notes, shares, intellectual property rights including all design rights and copyrights worldwide (including but not limited to those listed in ), bonds, debentures and other securities (if any) owned by the Company; such distribution to be completed within seven (7) days of the date hereof.
- 2. The Shareholder assumes and agrees to pay and discharge all liabilities (except share capital) of whatever kind and nature, whether known or unknown for which the Company is now or may hereafter become liable including any liabilities for which the Company would be or has been liable before its dissolution.
- 3. The Shareholder assumes and agrees to pay all expenses in connection with the dissolution of the Company, the distributions of its assets, and the payment of its liabilities, and of this Agreement, including any fees, taxes or charges of whatever kind or

nature levied by any government or authority of whatever kind and nature, whether known or unknown for which the Company is now or hereafter may become liable.

4. The Company agrees to indemnify and save harmless the directors of the Company against all liabilities, actions, causes of action, damages, taxes, penalties, interest, costs, and expenses of whatsoever kind and howsoever arising whether at law or in equity, and whether known or unknown, which may be incurred by the directors of the Company as a result of the dissolution of the Company and distribution of its assets and payment of its liabilities whether in accordance with this Agreement or otherwise.
5. The parties will, at the expense of the Shareholder execute and deliver all such further documents and instruments as may be reasonably necessary to carry out the full intent and meaning of this Agreement.
6. This Agreement shall enure to benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.
7. This Agreement shall governed by and construed in accordance with the laws of Barbados.
8. This Agreement may be executed in counterpart form and each counterpart is to be read as an original document and all such counterparts are to be deemed as representing the same document. A telecopied transmission of this Agreement signed by the person named shall be sufficient to establish the signature of such person and to constitute the consent in writing of such person to the foregoing terms.

**IN WITNESS WHEREOF** the parties have entered into this Agreement as of the date and year first above written.

Signed the 23 day of MAY 2003

LAWN CLAW INTERNATIONAL INC.

Per: 

Name: DAVID J WIBLEY  
Title: Director

GARDEN CLAW INTERNATIONAL INC.

Per: 

Name: DAVID J WIBLEY  
Title: DIRECTOR

Schedule "A"

British Design No. 2,043,589 (Date of Registration: November 28, 1994; Date of Grant of Certificate July 17, 1995)

French Design No. 946 598 (Publication No. 0385875, Application No. 0381)

Canadian Patent Application No. 2,161,148 (GARDEN AND LAWN TOOL, filed 6/10/94)

United States Design Patent No. D381,246 (BULB PLANTER, filed 08/10/1995, issued 7/22/97)

United States Design Patent No. D376,077 (LAWN EDGER, filed 08/10/1995, issued 12/3/96)

Signed the 23 day of MAY, 2003

**LAWN CLAW INTERNATIONAL INC.**

Per: 

Name: DAVID J WIGLEY

Title: Director

**GARDEN CLAW INTERNATIONAL INC.**

Per: 

Name: DAVID J WIGLEY

Title: DIRECTOR