11-05-2003

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Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇔ ⇔ ▼ 1 025933	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
	: Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): William R.M. Oakley 8340 North Austin Avenue Morton Grove, Illinois 60053	Name and address of receiving party(ies) Name: _Oakley Signs & Graphics, Inc. Internal Address:
Additional name(s) of conveying party(ies) attached? Yes V No	
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other	Street Address: 3497 All American Blvd.
10/30/2003 Execution Date:	City: Orlando State: FL Zip: 32810 Additional name(s) & address(es) attached? Yes V No
4. Application number(s) or patent number(s):	
A. Patent Application No.(s)	B. Patent No.(s) D 367078 & D 361794
Additional numbers a	
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 2 7. Total fee (37 CFR 3.41)\$
Name:	7. Total fee (37 CFR 3.41)\$
Attn: Penelope J.A. Agodoa Federal Research Company, LLC 1020 15th Company	Enclosed Authorized to be charged to deposit account
1030 15th Street, NW, Suite 920 ———— Washington, DC 20005 ——————————————————————————————————	8. Deposit account number:
City:State:Zip:	
	E THIS SPACE
	Signature Date Ver sheet, attachments, and documents: 7
Name of Person Signing Total number of pages including cov	Signature Date

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

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PATENT REEL: 014646 FRAME: 0523

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 30th day of October, 2003 (the "Effective Date"), by and between Oakley Signs & Graphics, Inc., a Florida corporation, with its principal office at 3497 All American Boulevard, Orlando, Florida ("Assignee"), and each of Oakley Enterprises, Inc., an Illinois corporation, Margaret T. Oakley and William Oakley (collectively, the "Assignor").

WHEREAS, Oakley Enterprises, Inc., an Illinois corporation, and Assignee are parties to that certain Asset Purchase Agreement dated as of October 23, 2003 (the "Asset Purchase Agreement");

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under those United States patents and patent applications identified and set forth on Schedule A (the "Patents"); and

WHEREAS, in connection with and as a condition to the transaction contemplated under the Asset Purchase Agreement, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Patents including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that its right, title and interest in and to the Patents set forth on Schedule A are free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

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PATENT REEL: 014646 FRAME: 0524 Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required):
(1) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (2) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (3) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 30th day of October, 2003.

ASSIGNOR

OAKLEY ENTERPRISES, INC.

By Its

PRESIDENT

MARGARET T. OAKLEY

WILLIAM OAKLEY

ASSIGNEE

OAKLEY SIGNS & GRAPHICS, INC.

Its

STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

On this 30th day of October, 2003, there appeared before me William Oakley, personally known to me, who acknowledged that he signed the foregoing Patent Assignment, both in his individual capacity as well as in his capacity as **President** of Oakley Enterprises, Inc., as his voluntary act and deed and with full authority.

"OFFICIAL SEAL"

CATHY MCGILL
COMMISSION EXPRES 11/13/05

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STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

On this 30th day of October, 2003, there appeared before me Margaret T. Oakley, personally known to me, who acknowledged that she signed the foregoing Patent Assignment, as her voluntary act and deed with full authority.



Notary Public

STATE OF ILLINOIS)	
)	SS.
COUNTY OF COOK)	

On this 30th day of October, 2003, there appeared before me Ken Levitt, personally known to me, who acknowledged that he signed the foregoing Patent Assignment, as his voluntary act and deed on behalf and with full authority of Oakley Signs & Graphics, Inc.



Notary Public

SCHEDULE A

U.S. PATENTS

<u>Title</u>	Patent No.	Issue Date
Yard Sign	D 361,794	8/29/95
Yard Sign	D 367,078	2/13/96

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PATENT REEL: 014646 FRAME: 0529