

12/8/03

12-10-2003

Form PTO-1595
(Rev. 10/02)



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

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

102619497

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

1. Name of conveying party(ies):

International Spike, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: 10/29/2003

2. Name and address of receiving party(ies)

Name: Easy Gardener Products, Ltd.

Internal Address: N/A

Street Address: 3022 Franklin Avenue

City: Waco State: TX Zip: 76710

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: n/a

A. Patent Application No.(s) N/A

B. Patent No.(s) 4,055,974;

4,164,388; 4,348,218; 4,474,595; [cont.]

Additional numbers attached? ☒ Yes ☐ No

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

Name: David G. Henry

Internal Address: N/A

Street Address: 900 Washington Avenue

P.O. Box 1470

City: Waco State: TX Zip: 76703-1470

6. Total number of applications and patents involved: 6

7. Total fee (37 CFR 3.41).....\$ 240.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

50-0894

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2003 DEC - 8 AM 9:30
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9. Signature.

David G. Henry

Name of Person Signing

Signature

12/03/2003

Date

Total number of pages including cover sheet, attachments, and documents: 14

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

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

12/09/2003 LHMILLER 00000113 500894

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-1-

PATENT
REEL: 014754 FRAME: 0959

CONTINUATION OF THE INFORMATION IN ITEM 4 (B):

4,705,218; 5,322,085

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 4,055,974, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 4,055,974.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 4,055,974, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 4,055,974 under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 4,055,974 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 4,055,974, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 4,055,974 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: 

Printed Name: Robert Kassel

Title: CEO

STATE OF NEW YORK {
COUNTY OF NEW YORK }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.



Notary Public in and for
the State of _____

DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 4,164,388, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 4,164,388.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 4,164,388, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 4,164,388, under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 4,164,388 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 4,164,388, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 4,164,388 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: Robert Kassel

Printed Name: Robert Kassel

Title: CEO

STATE OF New York

COUNTY OF New York

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.

Diana Smiroloo
Notary Public in and for
the State of _____

DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 4,348,218, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 4,348,218.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 4,348,218, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 4,348,218, under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 4,348,218 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 4,348,218, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 4,348,218 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: 

Printed Name: Robert Kassel

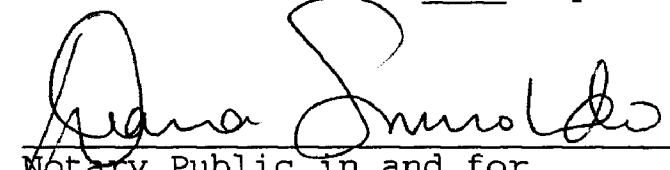
Title: CEO

STATE OF NEW YORK

COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.


Notary Public in and for
the State of

DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 4,474,595, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 4,474,595.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 4,474,595, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 4,474,595, under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 4,474,595 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 4,474,595, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 4,474,595 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: 

Printed Name: Robert Kassel


Title: CEO

STATE OF NEW YORK

COUNTY OF NEW YORK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.


Notary Public in and for
the State of _____

DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 4,705,218, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 4,705,218.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 4,705,218, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 4,705,218, under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 4,705,218 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 4,705,218, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 4,705,218 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: Robert Kassel

Printed Name: Robert Kassel

Title: CEO

STATE OF NEW YORK {
COUNTY OF NEW YORK }

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.

Diana Smiroloo
Notary Public in and for
the State of _____

DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007

ASSIGNMENT OF PATENT

WHEREAS, International Spike, Inc., ASSIGNOR, is the owner of U.S. Patent No. 5,322,085, without license or encumbrance; and

WHEREAS, **Easy Gardener Products, Ltd.**, a TEXAS limited partnership, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under U.S. Patent No. 5,322,085.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNOR in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said U.S. Patent No. 5,322,085, and all reissues thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights, if any, derived from said U.S. Patent No. 5,322,085, under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models and design which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

ASSIGNOR HEREBY FURTHER ASSIGNS all claims and causes of action held by ASSIGNOR, whether known or unknown, and which do or may exist in relation to U.S. Patent No. 5,322,085 or to actions by others with respect to the underlying invention thereof;

AND ASSIGNOR HEREBY authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to cause the appropriate official records of such country to reflect ASSIGNEE's ownership of U.S. Patent No. 5,322,085, or as applicable such other patent(s) or applications for similar protection as may arise from ASSIGNEE'S ownership of U.S. Patent No. 5,322,085 and the underlying invention(s) thereof, or patent application(s) relating thereto, and, in the case of future applications for protection of the invention, in whatever form, issue the appropriate patents or certificates to the said ASSIGNEE, its successors, legal

representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR HEREBY covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.

AND ASSIGNOR HEREBY further covenants and agrees that it will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting said invention, and use its best efforts to cause the subject inventor(s) and, as requested, knowledgeable representatives of ASSIGNOR, to testify in any legal proceeding, sign all lawful papers, execute all divisions, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

SIGNED this 29 day of October, 2003.

International Spike, Inc.

By: 

Printed Name: Robert Kassel


Title: CEO

STATE OF New York

COUNTY OF New York

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be in his stated capacity, pursuant to due authority vested in him by Assignor.

GIVEN under my hand and seal of office this 29 day of October, 2003.


Notary Public in and for
the State of DIANA M. SMIROLOO
Notary Public, State of New York
No. 02SM6094193
Qualified in New York County
Commission Expires June 16, 2007