

REC

01-30-2004



102658493

To the Honorable Commissioner of

Please Record the attached original documents or copy thereof.

1. Name of conveying party(ies): Rickey Lynn Higgins

6 1-23-04

2. Name and address of receiving party(ies)

Name: Megaware KeelGuard, Inc.

Address: 3473 Airport Road, Ogden, UT 84405

Additional Name(s) & address(es) attached? Yes No

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 10/14/03

CERTIFICATE OF MAILING

Express Mail Label Number: EL606653850US

Date of Deposit: January 20, 2004

Person Making Deposit: Christopher Houghton

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) 29/185,244

B. Patent No.(s)

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Additional numbers attached? Yes No

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

Name: TraskBritt

Internal Address:

Street Address: P.O. Box 2550

City: Salt Lake City State: UT Zip: 84110

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-1469

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

DO NOT USE THIS SPACE

9. Statement and signature.

Attorney Docket No.: 3014-5292.1US

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.

Edgar R. Cataxinos Name of Person Signing Reg. No. 39,931

Signature

January 23, 2004 Date

Total number of pages including cover sheet, attachments, and documents: 3

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

Mail Stop Assignment Recordation Services Director of the United States Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, each undersigned ASSIGNOR does hereby:

SELL, ASSIGN AND TRANSFER to Megaware KeelGuard, Inc. ("ASSIGNEE"), a corporation of the state of Utah having a place of business at 3473 Airport Road, Ogden, UT 84405, the entire right, title and interest for the United States and all foreign countries in and to any and all improvements which are disclosed in the Application for United States Letters Patent Serial No. 29/185,244 filed on June 23, 2003, and entitled **SKEG PROTECTOR**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent or the legal equivalent thereof which have been or may be filed in the United States and all foreign countries relating to any of such improvements; all original, reexamined and reissued patents which have been or shall be issued in the United States and all foreign countries on such improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application made in the United States;

AUTHORIZE the ASSIGNEE to apply for and receive any and all United States and foreign patents relating to such improvements in its own name;

AUTHORIZE AND REQUEST the issuing authority to issue any and all United States and foreign patents granted on such improvements to and in the name of the ASSIGNEE;

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement or encumbrance affecting the rights and property herein conveyed has been or will be made or entered into by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, to execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications relating to any and all such improvements; to execute all rightful oaths, declarations, assignments, powers of attorney and other papers; to communicate to the ASSIGNEE all facts and provide to the ASSIGNEE all documents and things known and accessible to the undersigned relating to such improvements and the history thereof, and testify as to the same in any interference, litigation or other proceeding relating thereto; and generally to do everything possible which the ASSIGNEE shall consider desirable for vesting title to such improvements in the ASSIGNEE, and to secure, maintain, defend and enforce valid and enforceable patent protection for such improvements;

AGREE AND ACKNOWLEDGE that the SALE, ASSIGNMENT AND TRANSFER of rights and property set forth herein is and shall be IRREVOCABLE and BINDING upon the

heirs, assigns, representatives and successors of each undersigned ASSIGNOR and EXTEND to the successors, assigns and nominees of the ASSIGNEE.

ASSIGNOR:

Rickey Lynn Higgins

Rickey Lynn Higgins
Residing at: 251 Deer Creek Road, Huntington, TX 75949

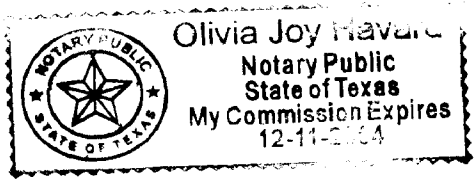
Date Oct 14, 2003

COUNTY OF Angelina)
: ss.
STATE OF TEXAS)

On this 14 day of Oct., 2003, before me personally appeared Rickey Lynn Higgins to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

Olivia Joy Havard
Notary Public in and for said County and State

My Commission Expires:
12-11-04



Document in ProLaw