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Form PTO-1595 (Rev. 10/02) 102666396	SHEET U.S. DEPARTMENT OF COMMERCE					
OMB No. 0651-0027 (exp. 6/30/2005)	U.S. Patent and Trademark Office					
Tab settings ⇔ ⇔ ♥ ▼						
To the Honorable Commissioner of Patents and Trademarks:	Please record the attached original documents or copy thereof.					
Name of conveying party(ies):	Name and address of receiving party(ies)     Name:GIAB_LLC  Internal Address:					
Maxim International, Inc.						
Additional name(s) of conveying party(ies) attached? Yes $\overline{X}$ No						
3. Nature of conveyance:						
X Assignment Merger	Street Address: 8381 S. Creek Hollow Cove					
Security Agreement Change of Name	Street Address: OSOT ST CLECK HOTTOW COVE					
Other						
( (	City: Sandy State: UT Zip: 84093					
Execution Date:02/06/2004	Additional name(s) & address(es) attached? Yes X No					
4. Application number(s) or patent number(s):						
If this document is being filed together with a new appli	cation, the execution date of the application is:					
A. Patent Application No.(s)	B. Patent No.(s) 4,974,393; D325,586; D333,664; D347,195; D372,423;					
\ /	D333,664; D347,195; D372,423;					
Additional numbers at	D374,619; D341,458 tached? Yes X No					
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved:					
Name: David P. Rose, Esq.	7. Total fee (37 CFR 3.41)\$_280.00					
Internal Address: Durham Jones & Pinegar	X Enclosed					
	Authorized to be charged to deposit account					
Street Address: 111 E. Broadway, Suite 900	8. Deposit account number:					
City: Salt Lake City: UT Zip: 84111						
DO NOT USE	THIS SPACE					
9. Signature.						
(David P. Rose	2/10/2004					
Name of Person Signing	Signature Date					
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Mail documents to be recorded with required cover sheet information to:

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

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is made and entered into as of the 6<sup>th</sup> day of February, 2004, by Maxim International, Inc., a Utah corporation ("Assignor") in favor of GIAB LLC, a Utah limited liability company ("Buyer").

### 1. RECITALS AND REPRESENTATIONS:

A. Assignor owns the right, title, and interest in and to the following (collectively the "Property"):

All United States Patents, Expired Patents and Patent Applications listed in Attachment 1, and the invention(s) therein described ("Invention");

The entire right, title and interest in said Invention in the above-identified United States patent and patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in countries foreign to the United States, and in all patents issuing thereon in the United States and Foreign countries;

The right to file foreign patent applications on said Invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications;

The entire right, title and interest to any and all developed ideas, trade secrets, confidential information, and copyrightable matter directly related to said Invention; and

All extensions, modifications, new developments, improvements, supplements, technical data, scientific know-how, and all other property, legal, equitable, and contractual rights directly and indirectly relating to said Invention, whether now existing or hereafter arising.

B. Assignor desires to transfer all of its claims, right, title and interest to any or all of the Property to Buyer, and Buyer desires to secure same.

### 2. GRANT

A. In consideration of \$10.00 and other good and valuable consideration paid to Assignor by Buyer, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor hereby assigns to Buyer its entire claim, right, title, and interest in the Property and in any portion thereof.

3. <u>MISCELLANEOUS</u>

A. Assignor hereby authorizes and requests the United States Commissioner of

Patents and Trademarks, and such Patent Office officials in foreign countries as are duly

authorized by their patent laws to issue patents, to issue any and all patents on said Invention to

Buyer as the owner of the entire interest, for the sole use and benefit of Buyer, its successors,

assigns and legal representatives.

B. Assignor hereby agrees, without further consideration to give a full and frank

disclosure of all information necessary or related to the implementation of the above-identified

invention which includes by way of example and not by limitation, manufacturing and industrial

concepts, ideas, formulas, trade secrets, technical expertise, and specifications. Assignor further

agrees to provide all documents, drawings, schematics, and things used to develop, implement,

and reduce the invention to practice.

C. Assignor hereby agrees, without further consideration and without expense to it,

to sign all lawful papers and to perform all other lawful acts which Buyer may request to make

this assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said Invention, and all lawful documents

requested by Buyer to further the prosecution of any of such patent applications; and

Cooperation to the best of its ability in the execution of all lawful documents, the

production of evidence, nullification, reissue, extension, or infringement proceedings

involving said Invention.

D. This Assignment and the terms of agreement herein shall be binding upon

Assignor's successors and legal representatives.

E. This Assignment contains the entire agreement between the parties hereto with

respect to the subject matter hereof. This Assignment may be amended, modified, superseded,

canceled, renewed, or extended and the terms and conditions hereof may be waived only by a

written instrument signed by the parties or, in the case of a waiver, by the party waiving

compliance.

F. This Assignment shall be governed by and construed in accordance with federal

law and with the laws of the State of Utah, and any lawsuit arising therefrom shall be heard in a

court of competent jurisdiction in the State of Utah.

G. In the event that any condition, covenant, or other provision herein contained is

held to be invalid or unenforceable by any court of competent jurisdiction, the same shall be

deemed severable from the remainder of this Assignment and shall in no way affect any other

covenant or condition herein contained. If such condition, covenant, or other provision shall be

deemed invalid or unenforceable due to its scope or breadth, such condition, covenant, or other

provision shall be deemed valid to the extent of the scope or breadth permitted by law.

H. No party hereto shall be deemed to be the representative, partner, joint-venturer,

or agent of any other party hereto by virtue of this Assignment.

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I. Each person executing this Assignment does thereby represent and warrant to

each other person so signing (and each other entity for which another person may be signing) that

he or she has been duly authorized to execute this Assignment in the capacity and for the entity

set forth below.

IN WITNESS WHEREOF Assignor has hereunto set its hand:

Assignor: Maxim International, Inc.

Dated the 6<sup>th</sup> day of February, 2004

Name James R. Cook

Title: President

STATE OF UTAH	)
COUNTY OF SALT LAKE	)

On this 6th day of February, 2004, personally appeared before me James R. Cook, who proved to me on the basis of satisfactory evidence to be the President of the Seller, Maxim International, Inc., and acknowledged that he executed this Assignment.

LINDA STOUT
NOTARY PUBLIC - STATE OF UTAH
111 E. Broodway, Ste. 900
Salt Lake City, UT 84111
My Comm. Exp. 09/01/2005

NOTARY PUBLIC

# MAXIM INTERNATIONAL, INC. Patents

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United States Design Patent	United States Design Patent DISPLAY CONTAINER	United States Design Patent COMBINATION VIAL AND CARD HOLDER	T HAVING A		United States Utility Patent BALLOON NECK CLOSURE AND DECORATION APPARATUS	United States Utility Patent SYSTEM FOR INFLATING BALLOON'S AND INSERTING OBJECTS THEREINTO	United States Utility Patent COMPACT BALLOON INFLATER AND LOADER APPARATUS AND METHOD	United States Design Patent BALLOON INFLATOR CONSOLE	Capadian Patent APPARATUS AND METHOD FOR INSERTING OBJECTS INTO BALLOONS	ed States Utility Patent ARATUS AND METHOD FOR ERTING OBJECTS INTO LOONS	
D374,619	D372,423	D347,195	5,366,192	D333,664	5,799,377	5,054,273	5,477,664	D325,586	CA 1289113	4,974,393	Registration No.
October 15, 1996	August 6, 1996	May 24, 1994	November 22, 1994	March 3, 1993	September 1, 1998	October 8, 1991	December 26, 1995	April 21, 1991	September 17, 1991	December 4, 1990	Issue Date
In Force	In Force	In Force	Expired	In Force	Expired	Expired	Expired	In Force	Lapsed	In Force	Status
			ratiure to pay maintenance tees		Failure to pay maintenance tees	Failure lo pay mainicuance lees	Failure to pay maintenance tees		Lapsed for failure to pay maintenance fees		Comments

# MAXIM INTERNATIONAL, INC. Patents

PATENT REEL: 014953 FRAME: 0366

RECORDED: 02/11/2004