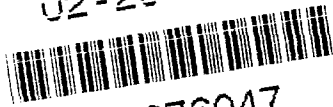


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U.S. PTO
29199242



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Form PTO-1595
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 2-11-04
Tim Cabana
Jay Beyler
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Rooster Products International, Inc.
Internal Address: _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: _____

Street Address: 17280 North Green Mountain Rd.
City: San Antonio State: TX Zip: 78247
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 29199242
If this document is being filed together with a new application, the execution date of the application is: 1/29/04
A. Patent Application No.(s)
B. Patent No.(s)
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ted D. Lee
Internal Address: Gunn & Lee, PC
Street Address: 700 N. St. Mary's St., Suite 1500
City: San Antonio State: TX Zip: 78205

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41).....\$ 40
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
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.
Ted D. Lee [Signature] Feb. 11, 2004
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and documents: 4

02/17/2004 GWORDOF1 00000050 29199242
02 FC:8021 40.00 DP

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

PATENT
REEL: 014983 FRAME: 0222

PATENT ASSIGNMENT

WHEREAS, We, Tim Cabana and Jay Beyler ("ASSIGNORS"), of 6335 Annie Oakley Dr., #261, Las Vegas, NV 89120; and 21207 Encino Ash, San Antonio, TX 78259; respectively, hereafter referred to as Applicants, have invented certain new and useful improvements in a Contractor Tool Bag for which we have executed an application for a patent of the United States of even date herewith; and

WHEREAS, Rooster Products International, Inc. ("ASSIGNEE"), a Texas corporation, located at 17280 North Green Mountain Road, San Antonio, Texas 78247, is desirous of acquiring the entire right, title and interest in the same;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the said ASSIGNORS in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, We, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon 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 derived from said United States application 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; 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; and any and all causes of action thereto that may have heretofore accrued in ASSIGNORS' favor;

AND WE HEREBY authorize and request 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 issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and 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.

IN TESTIMONY WHEREOF, We hereunto set our hands and seal this 2 day of February, 2004.

By: [Signature]
Tim Cabana

By: [Signature]
Jay Beyler

STATE OF ~~NEVADA~~ TEXAS §
COUNTY OF REXAR §

BEFORE ME, the undersigned authority, on this day personally appeared TIM CABANA, known to me to be the person of that name, who signed the foregoing instrument, and acknowledged the same to be his free act and deed.

GIVEN under my hand and seal of office this 2 day of February, 2004.

[Signature]
Notary Public

HOWARD ANDERSON
Printed Name of Notary

Commission Expires: 8/10/04

