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To the Honorable Commissio.

102680638

attached original documents or copy thereof

1. Name of conveying party(ies):

Soon-Dong Kang

2.23.04

2. Name and address of receiving party(ies)

Name: Kukutoys Co., Ltd.

Internal Address:

Street Address:

126-3, Il-dong Ansan-si, Gyeonggi-do REPUBLIC OF KOREA

City:

State:

Zip:

Additional name(s) & address(es) attached:

Yes  No

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of Conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: February 9, 2004

4. Application number(s) or patent number(s):

10782791

If this document is being filed together with a new application, the execution date of the new application is: February 9, 2004

A. Patent Application No.(s):

This application

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Name: Thomas J. D'Amico DICKSTEIN SHAPIRO MORIN & OSHINSKY LLP

Internal Address: Atty. Dkt.: K5675.0035/P035

Street Address: 2101 L Street NW

City: Washington State: DC Zip: 20037-1526

6. Total number of applications and patents involved:

1

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

Enclosed

Authorized to be charged to deposit account

Authorized to be charged to credit card (Form 2038 enclosed)

8. Deposit account number:

04-1073

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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.

Thomas J. D'Amico (28,371)

Name of Person Signing

Signature

February 23, 2004

Date

Total number of pages including cover sheet, attachments, and documents: 4

22856 U.S. PTD 10782791



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**ASSIGNMENT BY INVENTOR**

**THIS ASSIGNMENT**, made this 2<sup>nd</sup> day of, February, 2004 by Soon-Dong KANG (hereinafter referred to as Assignor) residing at 112-303, Gujugong APT., Sanbon-dong, Gunpo-si, Gyeonggi-do, Republic of Korea.

**WHEREAS**, Assignor has invented certain new and useful improvements in:

**AUTOMATIC SWING DEVICE**

, for which they are about to make an application for Letters Patent of the United States, which claims priority from Korean Patent Application No. 2004-270 filed on January 5, 2004; and

**WHEREAS**, KUKUTOYS CO., LTD., a corporation organized under and pursuant to the laws of Republic of Korea having its principal place of business at 126-3, IL-dong, Ansan-si, Gyeonggi-do, Republic of Korea (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and said Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and

all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

**AND** for the same consideration, Assignor hereby represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the said inventions and application for Letters Patent above-mentioned, and that the same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

**AND** for the same consideration, Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or


continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.


**AND** Assignor hereby requests the Commissioner of Patent and Trademarks to issue said Letters Patent of the United States to Assignee, as Assignee of said inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

**AND** Assignor hereby grants the following individuals the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

Gary M. Hoffman, 26,411; Thomas J. D'Amico, 28,371; Donald A. Gregory, 28,954; James W. Brady Jr., 32,115; Jon D. Grossman, 32,699; Mark J. Thronson, 33,082; Jeremy A. Cubert, 40,399; Laurence E. Fisher, 37,131; Brian A. Lemm, 43,748; John F. Levis, 34,210; Gianni Minutoli, 41,198; Edwin Oh, P-45,319; Eric Oliver, 35,307; William E. Powell III, 39,803; Paul L. Ratcliffe, 45,290; Mark E. Strickland, 45,138 and Salvatore P. Tamburo, P-45,153

**AND** Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

2004. 2. 9.  / Soon-Dong KANG  
Date

Witness:  
2004. 2. 9.  / Yun-sik CHOI  
Date: