

05-25-2004



COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

NLY

102752251

Tab settings → → → ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CHRIS JOHNSON  
A.C. McMILLAN

5-18-04

2. Name and address of receiving party(ies):

Name: Franzus Company LLC

Address: 10 Railroad Avenue

City: Beacon Falls

State/Prov.: CT

Country: USA

ZIP: 06403

Additional names(s) of conveying party(ies)

Yes  No

Additional name(s) & address(es)

Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: May 12, 2004 and May 13, 2004

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

10847938

If this document is being filed together with a new application, the execution date of the application is: 5/12/04 and 5/13/04

Patent Application No.

Filing date

05/20/2004 EFLDRES 00000014 10847938

02 FC:8021

40.00 DP

B. Patent No.(s)

Additional numbers

Yes  No

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

Name: Melvin I. Stoltz

Registration No. 25,934

Address: 51 Cherry Street

City: Milford

State/Prov.: CT

Country: USA

ZIP: 06460

6. Total number of applications and patents involved:

1

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-4512

(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.

Melvin I. Stoltz

Name of Person Signing

Signature

May 18, 2004

Date

4

Total number of pages including cover sheet, attachments, and

19270 U.S. PTO  
10/847938  
651804

ASSIGNMENT

WHEREAS, we, Chris Johnson of *1941 E. Occidental, Santa Ana, CA 92705* and A.C. McMillan of 3929 Park Avenue, Fairfield, Connecticut 06825, respectively; both citizens of the United States of America, have made certain inventions or discoveries (or both) set forth in a application entitled PORTABLE LUGGAGE CARTS/CARRIERS which application is identified by Melvin I. Stoltz File No. 620-123-2 and

WHEREAS, Franzus Company, LLC, a Limited Liability Corporation of Delaware having a principal place of business at 10 Railroad Avenue, Beacon Falls, CT 06403 which, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the title, rights, benefits and privileges hereinafter recited; and

NOW, THEREFORE, based upon the foregoing recitals and the good and valuable consideration formed thereby, the receipt and sufficiency of which we hereby acknowledge, we hereby without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said provisional application, and any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions and discoveries, or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted on said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions and discoveries, said applications for said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee; as Assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions and discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions and discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns and which may be useful for establishing the acts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries. We also agree to provide any reasonable information or assistance to Assignee in any infringement actions Assignee shall decide to initiate in order to enforce the patent rights being transferred herein provided, however, all expenses incurred in such infringement actions shall be paid entirely by Assignee.

In testimony of which I have signed my name below, this 13 day of May, 2004.

Chris Johnson  
Chris Johnson

STATE OF California :  
 : ss  
COUNTY OF Orange :

On this 13<sup>th</sup> day of MAY —, 2004 before me appeared Chris Johnson, ~~to~~ me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged the same to be his free act and deed.

Proved to me on the basis of satisfactory evidence —

(Seal) Suketu R. Bhatt  
Notary Public



