

06-09-2004

6.304

Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



EET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102761896

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

<p>1. Name of conveying party(ies): Mu-Fa Lin</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Evening Star International, Inc.</u> Internal Address: <u>N/A</u> Street Address: P.O. Box 1917 City: <u>Conroe</u> State: <u>Texas</u> Zip: <u>77305</u> Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>March 5, 2004</u></p>	

OFFICE OF PUBLIC RECORDS
2004 JUN -3 AM 9:14
FINANCE SECTION

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

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

A. Patent Application No.(s):
10/616,747

B. Patent No.(s): _____

Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Billy Robbins, Esq.</u> <u>FULBRIGHT & JAWORSKI L.L.P.</u> Internal Address: <u>Atty. Dkt.: 6878-115</u> Street Address: <u>865 South Figueroa Street, 28th Floor</u> City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90017</u></p>	<p>6. Total number of applications and patents involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Authorized to be charged to credit card (Form 2038 enclosed)</p> <p>8. Deposit account number: <u>50-0337</u> (Attach duplicate copy of this page if paying by deposit account)</p>
---	--

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.

Billy Robbins June 3, 2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 5

06/08/2004 LMJELLER 00000254 500337 10616747
01 FC:8021 40.00 DA

ASSIGNMENT AGREEMENT

This Agreement is made and entered into by and between Nailermate Enterprise Corp., a company incorporated and existing under the laws of the Republic of China ("ROC") with its principal office at No. 47, Tawei Road, Tali City, Taichung Hsien ROC (Taiwan) (hereinafter "ASSIGNOR") and Evening Star International, Inc., a company incorporated and existing under the laws of the United States, having an address of P.O. Box 1917, Conroe, TX 77305 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR has been retained by ASSIGNEE to manufacture certain tool devices to specifications generated by ASSIGNEE;

WHEREAS, ASSIGNOR in carrying out the manufacturing tasks assigned by ASSIGNEE has through its employees generated certain innovations and improvements on the tool devices (hereinafter "Improvements");

WHEREAS, ASSIGNOR and ASSIGNEE have entered into an agreement requiring ASSIGNOR to assign to ASSIGNEE all inventions and innovations which may be made relating to tool devices while performing its tasks for ASSIGNEE;

WHEREAS, ASSIGNOR has filed application for patent (hereinafter "Patent Application") directed to the Improvements in the ROC (Taiwan), identified as Patent Application No. 092208897, Filing Date: 15 May 2003 and Title: Magazine Construction for a Roll of Staple, a copy of which is attached hereto as Exhibit A; and

WHEREAS, ASSIGNOR is desirous of assigning the entire right, title and interest throughout the world in and to said Improvements and Patent Application to ASSIGNEE and ASSIGNEE is desirous of obtaining the same.

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged the ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR hereby agrees to assign and by these presence does hereby so assign and transfer to ASSIGNEE all right, title and interest in and to said Improvements and Patent Application along with the right to obtain patents covering said Improvements in any country or countries of the world including the United States of America and also including all divisions, continuations, additions, extensions, renewals and reissues thereof and all rights of international priority in any country or countries of the world that are created by any law treaty or international document, to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by the ASSIGNOR had this assignment not been made.
2. ASSIGNOR hereby represents and warrants that the Improvements were made by the following individual (hereinafter "INVENTOR") identified as follows:

Name: Mu-Fa Lin

Address: No. 47, Tawei Road, Tali City, Taichung Hsien ROC (Taiwan)

Citizenship: ROC (Taiwan)

Said INVENTOR hereby agrees and does hereby sell and assign unto ASSIGNEE all right, title and interest in and to the Improvements along with the right to apply for Letters Patent in any country or countries of the world for said invention and all divisions, continuations, additions, extensions, renewals and reissues thereof and all right to priority in each and every country which are created by any law or treaty or international convention to be held and enjoyed by said ASSIGNEE, its successors, legal representatives and assigns to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by said INVENTOR had this assignment not been made.

Said INVENTOR further warrants and covenants that he has the full and unencumbered right to sell and assign the interest herein sold and assigned and that he has not executed and will not execute any document or instrument in conflict herewith, nor has he sold or assign unto any third party, except for ASSIGNOR, any right, title and interest in and to the Improvements along with the right to apply for Letters Patent in any country or countries of the world for said Improvements. INVENTOR warrants and covenants that, should INVENTOR breach the warranties provided in this paragraph, he shall, immediately upon request of ASSIGNEE, assign and transfer, or cause the party concerned to assign and transfer, to ASSIGNEE all right, title and interest in and to the applications for patents in the country or countries where ASSIGNOR has filed or is filing applications for patents.

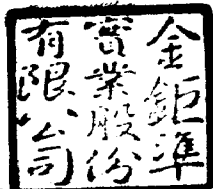
3. ASSIGNOR warrants that except for said Patent Application, it neither has filed nor is filing any applications for patents directed to the Improvements in any country or countries of the world. ASSIGNOR warrants and covenants that, should ASSIGNOR breach the warranties provided in this paragraph, he shall, immediately upon request of ASSIGNEE, assign and transfer, or cause the party concerned to assign and transfer, to ASSIGNEE all right, title and interest in and to the applications for patents in the country or countries where ASSIGNOR has filed or is filing applications for patents.
4. ASSIGNOR and INVENTOR agree that this assignment is gratuitous and that ASSIGNOR and INVENTOR shall not, with any reasons, claim against ASSIGNEE for any cost, consideration, payment, reward, remuneration, compensation, or reimbursement on account of this assignment.
5. ASSIGNOR and INVENTOR further covenant and agree that at any time upon request of ASSIGNEE, its successors, legal representatives or assigns they shall communicate to ASSIGNEE, its successors, legal representatives or assigns all information known relating to said Improvements and Patent Application and that they shall execute and deliver any papers, make any rightful oaths, testify in any legal proceedings and perform all other lawful acts deemed necessary or desirable by said ASSIGNEE, its successors, legal representatives or assigns to perfect title to said Improvements and Patent Applications including divisions, continuations, reissues, extensions, additions, and renewals thereof and to any and all Letters Patent which may be granted therefor or thereon in said ASSIGNEE, its successors or assigns, or to assist said ASSIGNEE, its successors, legal representatives or assigns in obtaining reissuing or enforcing Letters Patent for said Improvements.

6. ASSIGNOR and INVENTOR hereby grant to ASSIGNEE the power to insert in this assignment any further identification that may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office or the Patent Office of other countries for recordation of this assignment.

Signature by ASSIGNOR:

Nailermate Enterprise Corp.

By:



Date: Mar. 5 2004

Signature by INVENTOR:



Date: Mar 5 2004

Name and Signatures of Witnesses:

Name

Date

Name

Date

Signature by ASSIGNEE:

Name

Mar 5, 2004

Date

United States Patent Application Serial No. 10/616,747
Filing Date: July 9, 2003