

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Stephen D. Jackson	12/23/2004
RECEIVING PARTY DATA	
Name:	USA Products Group, Inc.
Street Address:	850 South Guild Avenue, Suite 200
City:	Lodi
State/Country:	CALIFORNIA
Postal Code:	95240
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29215551
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Correspondent Name:	Alan A. Limbach
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Address Line 2:	DLA Piper Rudnick Gray Cary US LLP
Address Line 4:	East Palo Alto, CALIFORNIA 94303-2248
NAME OF SUBMITTER:	Alan A. Limbach
Total Attachments: 2	
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CH \$40.00 29215551

ASSIGNMENT

WHEREAS, Stephen D. Jackson made certain inventions or discoveries (or both) set forth in an Application for Letters Patent of the United States of America entitled

OPEN RATCHET HANDLE

_____ issued as U.S Patent No. _____
X filed as serial no. 29/215,551 on October 19, 2004
_____ filed herewith


WHEREAS, USA Products Group, Inc., whose address is 850 South Guild Avenue, Suite 200, Lodi, CA 95240 and who, together with its successors and assigns is hereinafter called "Assignee", is desirous of acquiring the entire right, title and interest together with the benefits and privileges hereinafter recited;

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, effective as of the date signed, I hereby, without reservation;

1. Assign, transfer and convey to Assignee the entire right, title and interest together with the benefits and privileges in and to said inventions and discoveries, said Application for Letters Patent or similar forms of protection of the United States of America, 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 or discoveries, or upon said application, and any and all Letters Patent, reissues and extensions of Letters Patent or similar forms of protection granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries or groups of 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 any other relevant convention or treaty 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 I have not knowingly conveyed to others any rights in said inventions, 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 or discoveries; and that I have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonable serving to assure that said inventions and discoveries, said patent applications and said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my 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 me 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 my control or in the control of my heirs, legal representatives or assigns which may be useful for establishing any facts of my conceptions, disclosures, and reduction to practice of said inventions or discoveries.

IN WITNESS WHEREOF:



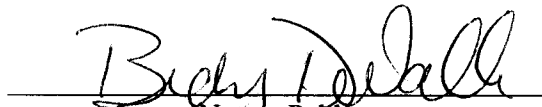
Stephen D. Jackson

23 Dec 04
Date

STATE OF CALIFORNIA)
)
COUNTY OF San Joaquin)

On Dec. 23, 2004 before me, Becky DeValle,
Notary Public, personally appeared Stephen D. Jackson, ~~personally known or~~ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public

