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Attorney Docket No. **DKE-9759**

102819049

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

1. Name of conveying party(ies): RE  
Randy L. Lines  
8-1809  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Duke Manufacturing Company  
Internal Address: \_\_\_\_\_  
Street Address: 2304 North Broadway  
City: St. Louis State: MO Zip: 63102  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
Execution Date: 01-15-2004

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is:  
A. Patent Application No.(s) 29/197,452  
signed on January 5, 2004 and  
filed January 15, 2004  
Additional number(s) attached  Yes  No

B. Patent No.(s) \_\_\_\_\_  
PR/FINANCE  
AUG 18 10 08 27

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Richard G. Heywood, Esq.  
Internal Address: \_\_\_\_\_  
Senniger, Powers, Leavitt & Roedel  
Street Address: \_\_\_\_\_  
One Metropolitan Square, 16th Floor  
City: St. Louis State: MO Zip: 63102

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  
8. Deposit account number:  
19-1345  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Signature.  
Richard G. Heywood Richard G. Heywood August 18, 2004  
Name of Person Signing Signature Date

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

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

ASSIGNMENT

**WHEREAS,** I, Randy L. Lines of Lincoln, Missouri have invented an improvement in MOBILE FOOD DISPLAY AND SERVING MERCHANDISER (file DKE-9759) and have executed an application for a United States design patent based on January 5, 2004 and being filed concurrently herewith;

**AND, WHEREAS,** Duke Manufacturing Company of St. Louis, Missouri, a corporation of the State of Missouri (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring certain rights thereunder;

**NOW, THEREFORE,** for one dollar and other good and valuable consideration, receipt of all of which is hereby acknowledged, I have agreed to and do hereby sell, assign, and transfer unto said ASSIGNEE the entire right, title, and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto in and to said invention, said United States application, any other United States applications (including provisional, non-provisional, divisional, continuing, or reissue applications) based in whole or in part on said United States application or in whole or in part on said invention, any foreign applications based in whole or in part on any of the aforesaid United States applications or in whole or in part on said invention, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said invention or any part thereof;

**TO BE HELD AND ENJOYED** by said ASSIGNEE, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by me had no sale and assignment of said interest been made;

**AND I** hereby authorize and request the Commissioner of Patents of the United States of America to issue any and all United States patents which may be granted upon said United States applications or any of them, or upon said invention or any part thereof, to said ASSIGNEE;

**AND I** hereby agree for myself and for my heirs, executors and administrators, to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue, or other applications for patents of any country, that may be deemed necessary by said ASSIGNEE fully to secure to said ASSIGNEE its interest as aforesaid in and to said invention or any part thereof, and in and to said several patents or any of them;

**AND I** hereby covenant for myself and my legal representatives, and agree with said ASSIGNEE, its successors and assigns, that I have granted no right or license to make, use or sell said invention, to anyone except said ASSIGNEE, that prior to the execution of this deed my right, title, and interest in said invention had not been otherwise encumbered, and that I have not executed and will not execute any instrument in conflict herewith.

IN WITNESS WHEREOF, I have hereunto set my hand.

1-15-04  
Date

Randy L. Lines  
Randy L. Lines

ACKNOWLEDGEMENT

STATE OF MISSOURI )  
COUNTY OF PETTIS )

On this 15<sup>th</sup> day of January, 2004, before me, a Notary Public, personally appeared Randy L. Lines to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

Janice F. Siron  
Notary Public

My Commission Expires:

