PATENT ASSIGNMENT

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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT**

CONVEYING PARTY DATA

Name	Execution Date
L&P MATERIALS MANUFACTURING, INC.	01/31/2005

RECEIVING PARTY DATA

Name:	Intex DIY Inc.
Street Address:	6924 Orr Road
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28213

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	10403138
Patent Number:	6227401
Patent Number:	D415027

CORRESPONDENCE DATA

Fax Number: (312)701-7711

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127017237

Email: cdore@mayerbrownrowe.com

Correspondent Name: Christopher H. Dore Address Line 1: 190 S. La Salle St.

Address Line 2: Mayer Brown Rowe & Maw Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Christoher H. Dore

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PATENT

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), dated effective as of January 31, 2005, is made by and between L&P MATERIALS MANUFACTURING, INC., a Delaware corporation ("Seller"), and INTEX DIY INC., a Georgia corporation ("Buyer").

WHEREAS, Seller and Buyer desire to formalize their agreement as to the assignment of certain patent rights.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties intending to be legally bound agree as follows:

- 1. <u>Patent Ownership:</u> Seller represents that it is the owner of the following patents and a patent application (the "Patent Rights"):
 - U.S. Patent Application Ser. No. 10/403,138 for a Wiping Cloth Cutting Machine
 - U.S. Patent 6,227,401 B1 for a Rag Bucket
 - U.S. Design Patent 415,027 for a Wiping Cloth Merchandizing Pail Lid
- 2. Patent Assignment: Seller does hereby sell, assign and transfer unto Buyer, its successors, assigns and legal representatives, the entire right, title and interest in all the Patent Rights, the inventions described and claimed therein, including any applications or provisional applications now or hereafter filed in any jurisdiction worldwide, including any reissues, divisionals, continuations, continuations-in-part, extensions or foreign counterparts of the Patent Rights heretofore or hereafter granted, any and all letters patent which may be granted therefore, together with all claims for damages in any applicable jurisdiction by reason of past, present, or future infringement thereof, with the right to sue for, and collect the same for its own use and enjoyment, the same to be held and enjoyed by Buyer for its own use, and the use of Buyer's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made. At Buyer's request and expense, Seller agrees further to cooperate with Buyer in any suit or process for dispute resolution, based on claims the Patent Rights assigned herein have been infringed.
- 3. <u>Cooperation</u>: At Buyer's request and expense, Seller covenants that it will cooperate with Buyer in perfecting any interests in the Patent Rights. To carry out in good faith the intent and purpose of this Assignment and to facilitate prosecution and enforcement of the Patent Rights in all countries in the world, the Seller will execute, and shall use its best efforts to have inventors execute when needed, all appropriate oaths, declarations, assignments, powers of attorney and other documents

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

L&P MATERIALS MANUFACTURING, INC.

By: Name: Robert B. Kinz
Title: Assistant Outer

County of Jasper State of Missouri

RECORDED: 02/28/2005

On this _____ day of January 2005, personally appeared before me, Robert B. Kinz, to me known and known to me to be the person aforesaid, who duly acknowledged the signing of the foregoing instrument to be his voluntary act and deed, and as Assistant Secretary of L&P Materials Manufacturing, Inc. did execute the same for the uses and purposes therein set forth.

(Seal)



Notary Public

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