RECORDATION PATE





7.5.04
To the Honorable Commissioner of Patents and Trademarks.
Please record the attached original document or copy thereof.

1. Name of conveying party(ies):		2. Name and Address of receiving party(ies): Name: <u>UnionTools, Inc.</u>
Brian J. Conaway		Internal Address:
Additional name(s) of conveying party(ies) attached? Yes _X No		Street Address: 390 W. Nationwide Blvd. Columbus, OH 43215
3. Nature of conveyance: X Assignment _ Merger _ Security Agreement _ Change of Name _ Other Execution Date: July 30, 2004		Additional name(s) & address(es) attached? Yes X No
4. Application number(s) or patent	t number(s)	
If this document is being filed w A. Patent Application No.(s)	vith a new application, t	he filing date of the application is: August 5, 2004 B. Patent No.(s)
Additional nun	nbers attached? Ye	s <u>X</u> No
5. Name and address of person to whom correspondence concerning document should be mailed:		6. Total number of applications and patents involved: 1
Name: Belinda L. Reynolds, Lega Internal Address: Porter, Wright, Morris & Street Address: 41 South High S	Arthur LLP	 7. Total fee (37 CFR 3.41): Enclosed X Authorized to be charged to deposit account
City: Columbus State: OH ZIP: 43215		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)
	DO NOT USE	THIS SPACE
9. Statement and signature. To the and any attached copy is a true cop Richard M. Mescher		e and belief, the foregoing information is true and correct ents. August 5, 2004
Name of Person Signing	Sig	nature Date
Total number of pages compris	ing cover sheet:1_	
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Mail documents to be recorded with	h required cover sheet is	nformation to:
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COLUMBUS/1164739 v.01

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PATENT REEL: 015725 FRAME: 0861

ASSIGNMENT

Whereas, I, Brian J. Conaway, having a mailing address of 1827 King Avenue, Columbus, Ohio 43212, have invented a certain new and ornamental improvements in an invention for a "Mounting Bracket for a Wheelbarrow Tray", for which I am submitting a U.S. Design Patent Application concurrently herewith (Porter, Wright, Morris & Arthur Docket No. 3984500-146939);

And whereas, UnionTools, Inc., having a place of business 390 W. Nationwide Blvd., Columbus, Ohio 43215, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all patents which may be issued therefrom;

Now, therefore, in accordance with our agreement and in consideration other good and valuable consideration, the receipt of which is hereby acknowledged, I, Brian J. Conaway, do hereby sell, assign and transfer to UnionTools, Inc., the entire right, title and interest, in and to our invention of a new and original design in and to a "Mounting Bracket for a Wheelbarrow Tray", said application for design patent, the invention therein described, and all rights appurtenant thereto and in all my applications related thereto, including each of the following: the right to apply for any utility or design patents for said invention in the United States of America and in any and all other nations, any and all other applications for patents on said invention including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all patents that may issue thereon in the United States and other Nations and any and all reissues, extensions, renewals, divisions, or continuations of patents granted for said inventions or upon said applications, to the full end of the term or terms for which said patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or patent therefor, all to be held and enjoyed by UnionTools, Inc., its successors and assigns, all the same as I would have held and enjoyed had this Assignment not been made.

I hereby authorize and grant the right to UnionTools, Inc., to file and prosecute patent applications in any or all countries on all or any part of said invention in my name or in the name of UnionTools, Inc., or otherwise, as UnionTools, Inc. may deem advisable under any international convention, treaty, or agreement or otherwise.

I hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any patent for said invention to **UnionTools**, **Inc.** as assignee of the entire right, title and interests therein, in accordance with this instrument of assignment.

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I hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; I covenant that I will not execute, grant, or transfer any rights or interests inconsistent herewith, I bind myself, my heirs, executors, administrators and legal representatives to execute and deliver to UnionTools, Inc., and any of its successors and assigns, any further documents or instruments and to perform any and all acts that may be deemed necessary to enable it, and any of its successors and assigns, to file applications for patents for said invention in any country in which it may elect to file such application, and to vest in UnionTools, Inc., and any of its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each Nation in which each such application may be filed so that any patent issued thereon shall be issued to UnionTools, Inc., and any of its successors and assigns; and I further covenant and agree, for myself and my executors, administrators and legal representatives, that I and they will, upon request, communicate to UnionTools, Inc., and any of its successors and assigns, any facts relating to said invention and the history thereof, known to me or them and that I and they will testify as to the same in any proceeding, interference or litigation when requested to do so by UnionTools, Inc., and its successors and assigns.

First Inventor:

Brian J. Conaway

Inventor's Signature:

Date Signed:

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RECORDED: 08/05/2004