

10-08-2004

Docket No.: DSY-105

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102855624

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

1. Name of conveying party(ies):

W. Grady Fort, II
Randy Alan Love
Michael Ray Stephens

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: Daisy Manufacturing Co.

Address: 400 West Stribling Drive

City: Rogers

State/Prov.: AR

Country: USA

ZIP: 72756

Additional name(s) & address(es)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: September 9, 2004 and September 20, 2004

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

If this document is being filed together with a new application, the execution date of the application is: 9/9/2004 & 9/20/2004

Patent Application No.

Filing date

B. Patent No.(s)

09/04/2004 DTESSEM1 00000011 10952929

04 FC:8021

40.00 DP

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Poh C. Chua

Registration No. 44,615

Address: SHAW PITTMAN LLP

1650 Tysons Boulevard

City: McLean

State/Prov.: VA

Country: USA

ZIP: 22102

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

50-1390

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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.

Poh C. Chua, Reg. No. 44,615

Name of Person Signing

Signature

September 30, 2004

Date

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

5

PATENT
REEL: 015858 FRAME: 0262

ASSIGNMENT

WHEREAS, W. Grady Fort, II, residing at 21189 Ranch Road 1871, Mason, Texas; Randy Alan Love, residing at 9790 Noel Lane, Neosho, Missouri; and Michael Ray Stephens, residing at 1724 Ridgewood Circle, Neosho, Missouri 64850; (hereinafter "Assignors") have invented certain new and useful improvements in

HUMMINGBIRD FEEDER

for a full description of which, reference is here made to an application for Letters Patent of the United States of America

☒ Executed concurrently herewith

☐ Executed on

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office and to U.S. provisional patent application(s)

☐ Serial. No. , filed

in the U.S. Patent and Trademark Office; and

WHEREAS, Daisy Manufacturing Co., a corporation of the State of Delaware, having its principal office and place of business at 400 West Stribling Drive, Rogers, AR 72756 (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that, for good and valuable and legally sufficient consideration, the receipt of which by each Assignor from Assignee is hereby acknowledged, Assignors have agreed to sell, assign,

and transfer and by these presents does hereby, sell, assign, and transfer unto Assignee the entire right, title and interest in, to, and under said invention and application above identified and Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this ASSIGNMENT.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim said rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this ASSIGNMENT shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

ASSIGNMENT**DSY-105**

Assignors covenant and agree that this ASSIGNMENT and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

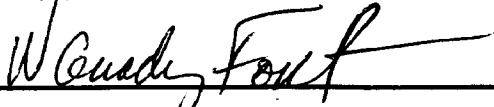
U.S. Serial No.: _____

Filed: _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: _____



Date: _____

9-20-04

NAME: W. Grady Fort, II

SIGNATURE: _____

Date: _____

NAME: Randy Alan Love

SIGNATURE: _____

Date: _____

NAME: Michael Ray Stephens

Assignors covenant and agree that **this ASSIGNMENT** and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No.: _____

Filed: _____

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this ASSIGNMENT.

Assignors hereby authorize and request the Commissioner of Patents and the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

SIGNATURE: _____

Date: _____

NAME: W. Grady Fort, II

SIGNATURE: Randy Alan Love

Date: 9/9/04

NAME: Randy Alan Love

SIGNATURE: Michael Ray Stephens

Date: 9/9/04

NAME: Michael Ray Stephens