

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	04/11/2005
CONVEYING PARTY DATA	
Name	Execution Date
James B. Damp	04/11/2005
RECEIVING PARTY DATA	
Name:	The Metal Ware Corporation
Street Address:	P.O. Box 237
City:	Two Rivers
State/Country:	WISCONSIN
Postal Code:	54241
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	4839942
CORRESPONDENCE DATA	
Fax Number:	(414)273-5198
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(608) 257-3911
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Correspondent Name:	Jennifer R. Racine
Address Line 1:	One East Main Street
Address Line 2:	LaFollette Godfrey & Kahn
Address Line 4:	Madison, WISCONSIN 53703
NAME OF SUBMITTER:	Jennifer R. Racine
Total Attachments: 4 source=Patent Assignment#page1.tif source=Patent Assignment#page2.tif source=Patent Assignment#page3.tif source=Patent Assignment#page4.tif	

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## **PATENT ASSIGNMENT**

THIS PATENT ASSIGNMENT (the "Assignment") is made and entered into this 11th day of April 2005, by and between JAMES B. DAMP, an adult resident of the State of Wisconsin, residing at 9139 Hwy. 22 East, Gillett, WI 54124 ("Assignor"); and THE METAL WARE CORPORATION, a Wisconsin business corporation, located at P.O. Box 237, Two Rivers, WI 54241 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in United States Patent Number 4,839,942 ("the Patent");

WHEREAS, Assignee is acquiring certain of the assets of Assignor, and Tumble Drum Fish Scaler LLC (the "Company"), pursuant to that certain Purchase Agreement dated April 11, 2005, by and among Assignor, Assignee and the Company (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, Assignee is acquiring all rights in and to the Patent and all continuations, continuations-in-part, divisions, or renewals thereof, all patents that may be granted therefrom, all reissues, re-examinations, or extensions of such patents, and in and to any applications correspondence thereto that have been or shall be filed in any foreign countries, and all patents or utility models of foreign countries that may be granted therefrom, together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action (collectively, the "Patent Rights").

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Patent and the Patent Rights. Assignor represents and warrants to Assignee that: (i) to the best of Assignor's knowledge, there has been, and is not now, any infringement of the Patent or rights held by Assignor thereunder by any third party; (ii) there is no litigation, proceeding, claim, action, arbitration and/or dispute presently pending or threatened against Assignor regarding or relating to the Patent or any product(s) using the Patent; and (iii) Assignor has not granted any license or other usage right under the Patent to a third party, except as disclosed in the attached **Schedule 1**, incorporated herein by this reference.

Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to any and all Intellectual Property (as that term is defined in the Purchase Agreement of even date), including without limitation, all documentation and information relating to the Patent, domain names/internet websites and any marketing or promotional materials.

2. Further Assurances. Assignor agrees to execute and deliver at the request of Assignee, all other papers, instruments, and assignments, including without limitation, executing

an authorization to transfer Assignor's attorney's client file relating to the Patent to Assignee, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all Assignor's rights, title, and interest in and to the Patent and Patent Rights to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

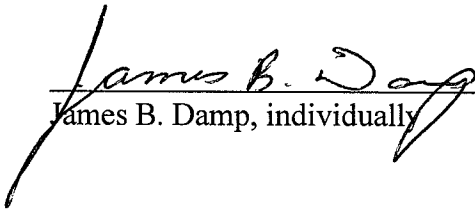
3. Competing Product. Assignor has not pursued litigation alleging patent infringement against a competitor, Wedge Outdoors, Inc. for their "Slick Skin Fish Scaler III" (the "Competing Product"). In August 1994, Assignor entered into a Distribution Agreement with W.M. Sporting Products for the ~~Competing Product~~. For a period of six (6) months, Assignor simultaneously distributed the Product and the Competing Product to customers. Although the term of the Distribution Agreement expired August 2004, Assignor ceased all distribution efforts by August 1995. Assignor did not license, transfer, sell or assign any rights to the Patent, and/or any promotional, marketing or distribution rights to the Product to Wedge Outdoors, Inc. and/or W.M. Sporting Products.

4. Miscellaneous. The individual executing this Agreement on behalf of each party has all requisite power and authority to enter into, legally bind, and cause such party to perform its obligations under this Agreement; and all actions necessary to authorize the execution and delivery of this Agreement by each party have been duly taken prior to or contemporaneously with the execution of this Agreement. This Agreement is being made, entered into, and is intended to be construed according to the laws of the State of Wisconsin. It shall inure to and be binding upon the parties hereto and their respective successors and permitted assigns. The terms of this Agreement may be altered, amended, modified or revoked only by an instrument in writing signed by the undersigned parties. The undersigned parties do not intend this Agreement to benefit third parties; and, third-party beneficiaries are hereby expressly disclaimed. This Agreement shall, to the greatest extent reasonably possible, be read together and harmonized with the other documents and agreements incorporated herein by reference; provided, however, that in the event of a direct conflict between their terms and conditions, respectively, this Agreement shall be given controlling effect. This Agreement may not be assigned without the advance written consent of each undersigned party. The provisions of this Agreement regarding insurance, indemnification, and intellectual property rights shall survive expiration or termination of the Agreement.

[Signature page follows.]


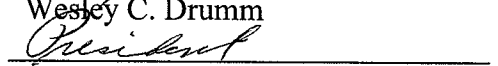
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

**"ASSIGNOR:"**

  
James B. Damp, individually

**"ASSIGNEE:"**

THE METAL WARE CORPORATION

By:   
Wesley C. Drumm  
Its: 

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**SCHEDULE 1**

**THIRD-PARTY LICENSES**

**None.**