Form <b>PTO-1595</b> (Rev. 03/05) ΩMB No. 0 <u>651-0027 (exp. 6/30/2005)</u>	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)	2. Name and address of receiving party(ies)
DENNIS S. O'LEARY	Name: WILLIAM JUSTIN WAGNER
	Internal Address:
Additional name(s) of conveying party(ies) attached? Yes ✓ No <b>3. Nature of conveyance/Execution Date(s):</b> Execution Date(s) <u>03/04/2005</u>	Street Address: 2400 OAK TRAIL DRIVE
Assignment Merger   Security Agreement Change of Name	City:
Joint Research Agreement	State: <u>TN</u>
Government Interest Assignment	Country:_USAZip:_38139
Executive Order 9424, Confirmatory License	
4. Application or patent number(s):	Additional name(s) & address(es) attached? Yes / No document is being filed together with a new application.
	5,775,649 tached?Yes √No
5. Name and address to whom correspondence concerning document should be mailed:	6. Total number of applications and patents involved: 1
Name: H. Roy Berkenstock	7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00
Internal Address: Suite 800	Authorized to be charged by credit card
Street Address: 1715 Aaron Brenner Dr.	Authorized to be charged to deposit account Enclosed None required (government interest not affecting title)
City: Memphis	8. Payment Information
State: TN Zip:38120-4367	a. Credit Card Last 4 Numbers Expiration Date
Phone Number: <u>901-537-1000</u>	
Fax Number: <u>901-537-1010</u>	b. Deposit Account Number 502346
Email Address: rberkenstock@wyattfirm.com	Authorized User Name <u>H. Roy Berkenstock</u>
9. Signature:	
H. ROY BERKENSTOCK	Total number of pages including cover1

Documents to be recorded (Including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Ø 003/004

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## ASSIGNMENT

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2	WHEREAS, I, Dennis S. O'Leary ("O'Leary"/Assignor), of Glendale, County of
3	Maricopa, State of Arizona, and a citizen of the United States of America, having a residence and
4	Post Office address of 7202 W. Wescott Drive, Glendale, Arizona 85308, am the named
5	inventor/patentee and owner of U.S. Patent No. 5,775,649, issued July 7, 1998, for a BAG
6	HOLDER (the "Patent"); and
7	WHEREAS, I, Dennis S. O'Leary, warrant and represent that I am the owner of the entire
8	interest in and to the Patent and have not previously transferred any ownership interest in the
9	Patent to any other party and that said Patent is still in force;
10	WHEREAS, William Justin Wagner ("Wagner"/Assignee), of Germantown, County of
11	Shelby, State of Tennessee, and a citizen of the United States of America, having a residence and
12	Post Office address of 2400 Oak Trail Drive, Germantown, Tennessee 38139, is desirous of
13	acquiring the entire right, title and interest in and to said Patent;
14	NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good
15	and valuable consideration, I, Dennis S. O'Leary (Assignor), by these presents do sell, assign and
16	transfer unto the said William Justin Wagner (Assignee), my full and exclusive right, both
17	domestic and foreign, to the said U.S. Patent No. 5,775,649, as well as any and all Letters Patent
18	granted upon any divisional, reissue, re-examination, continuation, and/or continuation-in-part
19	applications claiming priority thereof, both domestic and foreign, as well as any and all
20	extensions of term therefor and any and all causes of action for infringement thereof, past,
21	present and future.
22	And I, Dennis S. O'Leary, hereby covenant and agree that I will at any time, upon
23	request, execute and deliver any and all papers that may be necessary or desirable to perfect the
24	titles of said Assignee or his heirs or assigns to said Patent as well as any and all Letters Patent
25	granted upon any divisional, reissue, re-examination, continuation, and/or continuation-in-part
26	applications claiming priority thereof, both domestic and foreign, as well as any and all

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Ø004/004

1	extensions of term therefor.
2	This agreement will be interpreted in accordance with the Federal patent laws and the
3	laws of the State of Tennessee, without regard to any provisions of conflicts of laws.
4	WHEREFORE, Dennis S. O'Leary, with intent to be legally bound, now subscribes to
5	this Assignment by his signature set forth below.
6 7	Executed this 4 day of <u>MARCA</u> , 2005, at the city/town of <u>6[endale</u>
8 9	Dennis A. O'Leary Dennis S. O'Leary (Assignor)
10 11 12 13	STATE OF <u>ARIZONA</u> ) SS: COUNTY OF <u>MARICOPA</u> ) Sworn and subscribed before me at the city/town of <u>Glendale</u>
14	this day of, 2005, by the said Dennis S. O'Leary, who
15	personally appeared before me and acknowledged the foregoing instrument to be his free act and
16	deed.
17 18 19 20 21	My Commission ires: SEAL

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## PATENT REEL: 016290 FRAME: 0639

RECORDED: 06/01/2005