

3/31/5

04-11-2005



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REC

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)
 David Demar; Thomas VanDyk; Roland Charriez; Michael Ballone;
 John Kiely; Keith Kristiansen; Melissa Fisher; Brian J. Conaway;
 Mandi Reece; Terry M. Birchler; Mark C. Eyman

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: UnionTools, Inc.
 Internal Address: _____
 Street Address: 390 W. Nationwide Blvd.
 City: Columbus
 State: Ohio
 Country: USA Zip: 43215

Additional name(s) & address(es) attached? Yes No

13260 U.S. PTO
29/226711

033105

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 2/28/05

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s) _____
 B. Patent No.(s) _____

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:
 Name: Belinda L. Reynolds, Legal Assistant
 Internal Address: Porter Wright Morris & Arthur LLP
 Street Address: 41 South High Street
 City: Columbus
 State: OH Zip: 43215
 Phone Number: 614/227-2080
 Fax Number: 614/227-2100
 Email Address: breynolds@porterwright.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Richard M. Mescher March 30, 2005
 Signature Date

Richard M. Mescher, Reg. No. 38,242
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **5**

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

04/11/2005 ECOOPER 00000311 29226711

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ASSIGNMENT

Whereas, we, **David Demar**, a resident of Tenafly, New Jersey, **Thomas VanDyk**, a resident of Ramsey, New Jersey, **Roland Charriez**, a resident of Mohegan Lake, New York, **Michael Ballone**, a resident of New Providence, New Jersey, **John Kiely**, a resident of Morris Plains, New Jersey, **Keith Kristiansen**, a resident of Stratford, Connecticut, **Melissa Fisher**, a resident of Columbus, Ohio, **Brian J. Conaway**, a resident of Columbus, Ohio 43212, **Mandi Reece**, a resident of Westerville, Ohio, **Terry M. Birchler** a resident of New Albany, Ohio, and **Mark C. Eyman**, a resident of Columbus, Ohio, have invented a certain new and ornamental improvements in an invention for a "**Bulb Planter**", for which we are submitting a U.S. Design Patent Application herewith (Porter, Wright, Morris & Arthur Docket No. 3984500-151785-2);

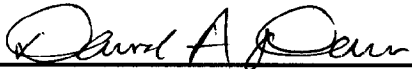
And whereas, **UnionTools, Inc.**, having a place of business 390 W. Nationwide Blvd., Columbus, Ohio 43215, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, 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 of good and valuable consideration, the receipt of which is hereby acknowledged, we, **David Demar, Thomas VanDyk, Roland Charriez, Michael Ballone, John Kiely, Keith Kristiansen, Melissa Fisher, Brian J. Conaway, Mandi Reece, Terry M. Birchler, and Mark C. Eyman** 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 "**Bulb Planter**", said application for design patent, the invention therein described, and all rights appurtenant thereto and in all our 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 we would have held and enjoyed had this Assignment not been made.


We 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 our names or in the name of **UnionTools, Inc.**, or otherwise, as **UnionTools, Inc.** may deem advisable under any international convention, treaty, or agreement or otherwise.

We 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.

We hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; we covenant that we will not execute, grant, or transfer any rights or interests inconsistent herewith, we bind ourselves, our heirs, executors, administrators and legal representatives to execute and deliver to **UnionTools, Inc.**, and 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 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 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 its successors and assigns; and we further covenant and agree, for ourselves and our executors, administrators and legal representatives, that we and they will, upon request, communicate to **UnionTools, Inc.**, and its successors and assigns, any facts relating to said invention and the history thereof, known to us or them and that we 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: **David Demar**
Inventor's Signature: 
Date Signed: 2.28.05

Second Inventor: **Thomas VanDyk**
Inventor's Signature: 
Date Signed: 2/28/05

Third Inventor: **Roland Charriez**
Inventor's Signature: 
Date Signed: 2/28/05

Fourth Inventor: **Michael Ballone**
Inventor's Signature: Michael Ballone
Date Signed: 2/28/05

Fifth Inventor: **John Kiely**
Inventor's Signature: John Kiely
Date Signed: 3/11/05

Sixth Inventor: **Keith Kristiansen**
Inventor's Signature: Keith Kristiansen
Date Signed: 3/4/05

Seventh Inventor: **Melissa Fisher**
Inventor's Signature: Melissa J. Fisher
Date Signed: 3/16/05


Eighth Inventor: **Brian J. Conaway**
Inventor's Signature: Brian J. Conaway
Date Signed: 3-16-05

Ninth Inventor: **Mandi Reece**
Inventor's Signature: Mandi Reece
Date Signed: 3/15/05

Tenth Inventor:

Terry M. Birchler

Inventor's Signature:



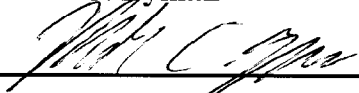
Date Signed:

3.25.2005

Eleventh Inventor:

Mark C. Eyman

Inventor's Signature:



Date Signed:

3.25.2005