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05-11-2005



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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)
 Craig A. Smith

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

2. Name and address of receiving party(ies)
 Name: Dynamic Color Images, Inc.,
 Internal Address: a Texas Corporation dba GAMEGUARD
 Street Address: 1301 Century Drive
 City: Carrollton
 State: Texas
 Country: USA Zip: 75006

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

3. Nature of conveyance/Execution Date(s):
 Execution Date(s) 5/2/05

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: Robert J. Ward
 Internal Address: Gardere Wynne Sewell LLP
3000 Thanksgiving Tower
 Street Address: 1601 Elm Street, Suite 3000
 City: Dallas
 State: Texas Zip: 75201-4761
 Phone Number: 214.999.4266
 Fax Number: 214.999.3266
 Email Address: rward@gardere.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 07-0153
 Authorized User Name Gardere Wynne Sewell

9. Signature: Robert J. Ward Signature Date 5/2/05

Robert J. Ward
 Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 4

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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

05/10/2005 6TOM11 00000192 070153 11120754
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ASSIGNMENT

WHEREAS, I, the undersigned inventor of residence as listed, or joint inventor if more than one inventor is listed below (hereinafter referred to, whether one or more inventors, as "ASSIGNOR(S)"), have invented certain new and useful improvements, as below entitled, for which a United States Patent Application for United States Letters Patent is made, said application being filed on the date set forth below, and

WHEREAS, Dynamic Color Images, Inc., a Texas Corporation d/b/a GAMEGUARD, (hereinafter referred to as "ASSIGNEE"), with an address of 1301 Century Drive, Carrollton, Texas 75006, desires to acquire my entire right, title and interest in and to said invention(s), and in and to the said application and any Letters Patent that may issue thereon, rely thereon, or claim priority therefrom;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR(S) assign to ASSIGNEE, all right, title and interest in and to said invention(s), in and to said application, all patent applications that may claim priority therefrom or rely thereon, all patents which may be granted therefor, or which may claim priority therefrom or rely thereon, including all divisions, reissues, continuations, continuations-in-part and extensions thereof, and all related materials, whether in tangible or intangible form, and including all notes, writings, notebooks, and related materials, and ASSIGNOR(S) authorize and request the Commissioner of Patents and Trademarks to issue all patents for said invention(s), or patents resulting therefrom, or claiming priority or relying thereon, insofar as ASSIGNOR(S)' interest is concerned, to ASSIGNEE.

ASSIGNOR(S) also assign to ASSIGNEE, all right, title and interest in and to the invention(s) disclosed in said application throughout the world, including the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to any and all improvements which are disclosed in said United States Patent Application, and the right to file applications and obtain patents, utility models, industrial models and designs for said invention(s) in its own name throughout the world, including all rights to publish cautionary notices reserving ownership of said invention(s) and all rights to register said invention in appropriate registries, and ASSIGNOR(S) further agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in ASSIGNEE.

ASSIGNOR(S) also hereby assign all rights, title and interest to any improvements related to said invention(s) to ASSIGNEE and agree to fully communicate to ASSIGNEE any facts and information known to them respecting any improvements related to said invention(s) and said application while any patent application anywhere in the world is still pending that

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CUSTOMER NO. 32914

ASSIGNMENT

claims priority, whether directly or indirectly, from said invention(s) or said application. ASSIGNOR(S) will maintain any such facts and information in confidence and will only reveal such facts and information to ASSIGNEE or its assigns. ASSIGNOR(S) will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths, declarations, and affidavits and generally do everything possible to vest title in ASSIGNEE and to aid ASSIGNEE to obtain and enforce proper protection for said invention(s) and said application in all countries. ASSIGNOR(S) shall not communicate nor cooperate in any manner with any third party, other than ASSIGNEE, that claims any rights in and to said invention(s) and said application.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

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ASSIGNMENT

Title of Invention:

Collapsible Game Feeder

Signature of Assignor:



Assignor's Name:

Craig A. Smith

Residence (City, County, State):

Argyle, Denton County, Texas

Post Office Address:

1901 Warwick Crescent
Argyle, Texas 76226-1531

Date: *5/2/05*

CRAIG A. SMITH

Date Declaration Executed:

Owner