

Form PTO-1595 (Rev. 03/05)
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RECORDATION FORM COVER SHEET PATENTS ONLY

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)

Lester R. Greer
Randal W. Hanson

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

2. Name and address of receiving party(ies)

Name: Homax Products, Inc.

Internal Address: _____

Street Address: P.O. Box 5643

200 Westerly Road

City: Bellingham

State: Washington

Country: US Zip: 98227

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

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

Execution Date(s) July 14, 2005

- 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)

11/175,777

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Michael R. Schacht

Internal Address: _____

Street Address: Schacht Law Office, Inc.

2801 Meridian Street, Suite 202

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State: Washington Zip: 98225

Phone Number: 360-647-0400

Fax Number: 360-647-0412

Email Address: sh@schachtlaw.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

- 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 502099

Authorized User Name Michael R. Schacht

9. Signature: Michael R. Schacht

Signature

July 21, 2005

Date

Michael R. Schacht, Reg. No. 33,550

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 2

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

CH \$40.00 502099 11175777

Attorney's Docket No. P214784

ASSIGNMENT

WHEREAS we, **LESTER R. GREER, JR. and RANDAL W. HANSON**, (hereinafter referred to as "ASSIGNORS"), have made a new and useful invention relating to **TUBE WITH RESILIENT APPLICATOR FOR DISPENSING TEXTURE MATERIALS**, for which invention ASSIGNORS executed an application for Letters Patent of the United States, which application has been identified as Serial No. 11/175,777, filed in the United States Patent and Trademark Office on July 5, 2005 (authority here being given to insert in this Assignment the serial number and filing date of said application);

WHEREAS, **HOMAX PRODUCTS, INC.**, (hereinafter referred to as "ASSIGNEE"), a corporation duly organized under the laws of the State of Delaware, having its principal place of business at 200 Westerly Road, P.O. Box 5643, Bellingham, Washington 98227, is desirous of acquiring the entire right, title and interest in and to said invention and any improvements thereon, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for and in consideration of the One Dollar (\$1.00) and other good and valuable consideration, to us in hand paid, the receipt and sufficiency whereof are hereby acknowledged, we have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said provisional application, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application and any improvements thereon, or on any continuation, divisional, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, applications and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNORS had this Assignment and Sale not been made; and, we hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNORS also agree that this Assignment includes ASSIGNORS' Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNORS further agree that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNORS further agree that they will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said applications or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNORS; and, that ASSIGNORS will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Bellingham, Washington, this 14th day of July, 2005.

LESTER R. GREER, JR.

RANDAL W. HANSON

PATENT

RECORDED: 07/21/2005

REEL: 016555 FRAME: 0138