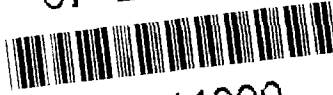


FORM PTO-

7-15-05

R
P

07-20-2005

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Honorable Commissioner of Patents and Trade.

103044000

documents or copy thereof.

1. Name of conveying party(ies):

Head Lite LLC

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

3. Nature of conveyance:

☒ Assignment _ Merger
☐ Security Agreement _ Change of Name

Execution Date: June 15, 2005

2. Name and address of receiving party(ies):

Name: Boss Manufacturing Company
 Street Address: 221 West First St.
 City: Kewanee State: IL Zip: 61443

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

4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

US 6,752,511 and DES 426,330

Additional numbers attached: _ Yes x_ No

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

Name: Dennis McWilliams
 Internal Address: Barnes & Thornburg
 Street Address: P.O. Box 2786
 City: Chicago State: Illinois Zip: 60690-2786

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 80

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

12-0913

(Attach duplicate copy of this form if paying by deposit account.)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Dennis M. McWilliams

July 12, 2005

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

JUL 2005 DBYRNE 00000118 6752511

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT ASSIGNMENT

This Patent Assignment ("*Assignment*") is made this 15th day of June, 2005 between HEAD-LITE, LLC, an Arizona limited liability company ("*Assignor*"), and BOSS MANUFACTURING COMPANY, a Delaware corporation ("*Assignee*").

RECITALS

A. Assignee and Assignor are parties to an Asset Purchase and Sale Agreement dated as of June 14, 2005 (the "*Purchase Agreement*").

B. Assignor is the owner or assignee of those patents, inventions, applications and improvements detailed on Exhibit A (the "*Patents*").

C. Pursuant to the terms of the Purchase Agreement, Assignor wishes to assign the Patents to Assignee on the terms set forth herein.

AGREEMENT

In consideration of the foregoing, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties by their execution hereof), the parties agree as follows.

1. Assignment of Patents and Related Rights. Assignor hereby grants, assigns and conveys to Assignee the entire right, title and interest of Assignor in and to the Patents and to the inventions and improvements described and claimed therein, together with: (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof; (ii) all income, royalties, damages and payments now and hereinafter due and payable or payable under and with respect thereto, including damages and payments for past or future infringements thereof; (iii) the right to sue for past, present and future infringements thereof; and (iv) all rights, title and interests corresponding thereto throughout the world.

2. Representations and Warranties. Assignor represents and warrants to Assignee as follows.

2.1. The Patents constitute all of the patents and patent applications now owned by Assignor.

2.2. To Assignor's knowledge, the Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

2.3. Assignor is the sole and exclusive owner of the entire right, title and interest in and to the Patents, free and clear of any liens.

2.4. Assignor will retain no rights in the Patents subsequent to the date of this Assignment.

3. Amendment and Modification. No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure here from, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.

4. Exhibits. All of the Exhibits attached to this Assignment are deemed incorporated herein by reference.

5. **Further Assurances.** The parties will execute and deliver such further documents and do such further acts and things as may be required to carry out the intent and purpose of this Assignment.

6. **Governing Law.** This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choice or conflict of laws rules.

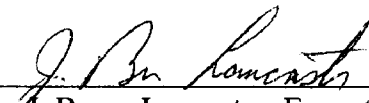
7. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

8. **Third-Party Beneficiary.** This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.

HEAD-LITE, LLC

By: 
Marc Israel, Manager

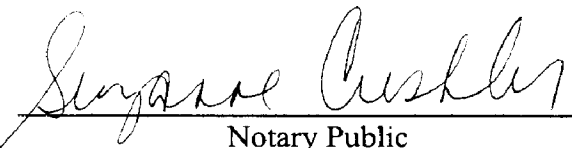
BOSS MANUFACTURING COMPANY

By: 
J. Bruce Lancaster, Executive V.P.

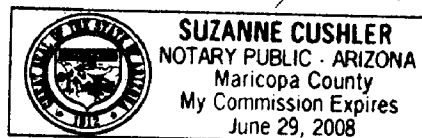
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

On this 15th day of June, 2005, before me personally appeared MARC ISRAEL, to me known to be the manager of Head-Lite, LLC, an Arizona limited liability company, and that this instrument was signed on behalf of such company by authority of its members and/or managers, and said person acknowledged this instrument to be the free act and deed of such company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the COUNTY and State aforesaid, the day and year above written.


Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS.
COUNTY OF HENRY)

On this 15th day of June, 2005, before me personally appeared J. Bruce Lancaster, to me known to be the Executive Vice President of Boss Manufacturing Company, a Delaware corporation, and that this instrument was signed on behalf of such corporation by authority of its board of directors, and said officer acknowledged this instrument to be the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

Dianna Ogorsalek
Notary Public

My commission expires:



**EXHIBIT A
TO
PATENT ASSIGNMENT**

PATENTS

Patent Date	Patent Number	Patent Description
June 6, 2000	USPTO Des. 426,330 Serial No. 29043293	Cover Lite Illumination Tool
June 22, 2004	USPTO 6,752,511 B1 Serial No. 10413639	Miniature Hat Light