

08-08-2005



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To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies)

Theodore J. Cole

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

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

Name: CTB, INC.

Internal Address: STATE ROAD 15 NORTH

P.O. BOX 2000

MILFORD, INDIANA 46542-2000

Street Address: SAME AS ABOVE

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

113260 U.S. PTO  
29/235333  
072906

3. Nature of conveyance:

- Assignment  Merger
- Securing Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: July 13, 2005

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: July 29, 2005

A. Patent Application No.(s):

B. Patent No.(s):

Additional numbers attached?  Yes  No

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

Name: DAVID J. MARR

Internal Address: 105 W. ADAMS STREET, 36TH FL.

CHICAGO, IL 60603-6299

Street Address: SAME AS ABOVE

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

6. Total number of applications and patents involved:

1

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

- Enclosed
- Authorized to be charged to Deposit Account No. 20-1495

8. Deposit account number:

20-1495

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

DO NOT USE THIS SPACE

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.

DAVID J. MARR  
Name of Person Signing

Signature

July 29, 2005  
Date

Total number of pages including cover sheet, attachments, and document:

2

08/08/2005 6TON11 00000003 201495 29235333  
01 FC:8021 40.00 BA

**ASSIGNMENT**

WHEREAS, I **Theodore J. Cole** of **12971 N. Camelot Drive, Milford, Indiana 46542**, have invented certain new and useful improvements in **Design: POULTRY FEEDER** for which I have executed an application for Letters Patent of the United States on the \_\_\_\_\_ day of \_\_\_\_\_, 2005; and

WHEREAS, **CTB, Inc.**, a corporation organized and existing under the laws of the State of **Indiana** having its principal place of business at **State Road 15 North, Milford, Indiana 46542-2000** (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the entire right, title and interest in and to said invention, said application, and in, to and under all Letters Patent of the United States and foreign countries that may be granted therefor;

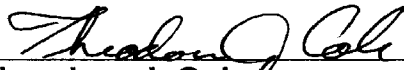
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to me and to me in hand paid by said ASSIGNEE, the receipt of which is hereby acknowledged, I, said **Theodore J. Cole** have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to and unto said ASSIGNEE, its successors and assigns, for, within and throughout the United States and the territories thereof, and all foreign countries, the entire right, title and interest in and to said invention, and in, to and under said application, and all Letters Patent of the United States and foreign countries (including all priority rights that we may have or acquire under any International Convention or treaty) that may be granted for said invention and improvements, including divisions, reissues, subdivisions, continuations and prolongations of such applications and Letters Patent, to have and to hold for the sole and exclusive use and benefit of said ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all of said Letters Patents for said invention may issue.

I do hereby covenant and agree, for myself, my heirs and my legal representatives, that I will assist said ASSIGNEE in the prosecution of the application herein identified; in the making and prosecution of any other applications for Letters Patent that said ASSIGNEE may elect to make covering the invention herein identified, as hereinbefore set forth; in vesting in said ASSIGNEE like exclusive title in and to all such other applications and Letters Patent; and in the prosecution of any interference which may arise involving said invention, or any application or Letters Patent herein contemplated; and that I will execute and deliver to said ASSIGNEE any and all additional papers that may be requested by said ASSIGNEE to fully carry out the terms of this assignment.

I do hereby authorize and request our attorneys, Trexler, Bushnell, Giangiorgi, Blackstone & Marr, Ltd., of 105 West Adams Street, Chicago, Illinois 60603, to insert here in parentheses (Serial No. \_\_\_\_\_, filed \_\_\_\_\_) the date and serial number of said application when officially known.

And I do hereby authorize and request the Commissioner of Patents to issue all Letters Patent of the United States that may be granted pursuant to the application aforesaid, or for said invention, to said ASSIGNEE, its successors and assigns, in accordance with this assignment.

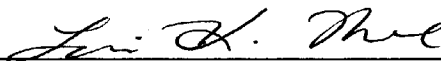
IN WITNESS WHEREOF, I have hereunto set my hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

  
\_\_\_\_\_  
**Theodore J. Cole**

STATE OF INDIANA )  
COUNTY OF KOSCIUSKO )

This 13th day of JULY, 2005, before me personally came the above named **Theodore J. Cole** to me personally known as the individual who executed the foregoing assignment, who acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(Notarial Seal)

  
\_\_\_\_\_  
Notary Public LORI K. ROSE

*my commission expires 11/28/07*