



09-14-2005

Form PTO-157 (Rev. 07/05) OMB No. 0651-0027 (exp. 6/30/2008)

DEPARTMENT OF COMMERCE United States Patent and Trademark Office



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PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-5-05

1. Name of conveying party(ies)
Zip Dee, Inc.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Awnings by Zip Dee, Inc.
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) August 25, 2005
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

Street Address: 96 Crossen Avenue
City: Elk Grove Village
State: Illinois
Country: United States Zip: 60007
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):
A. Patent Application No.(s)
Additional numbers attached? Yes No

This document is being filed together with a new application.
B. Patent No.(s)
5,160,105

5. Name and address to whom correspondence concerning document should be mailed:
Name: Raymond J. Horn III
Internal Address: Meltzer Purill & Stelle LLC
Street Address: 1515 E. Woodfield Road, Second Floor
City: Schaumburg
State: Illinois Zip: 60173
Phone Number: (847) 330-2400
Fax Number: (847) 330-1231
Email Address: rhorn@mpslaw.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: [Signature] Date: 8/25/05
Signature
40 Robert Miller, President
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 5

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Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT REEL: 016958 FRAME: 0747

ASSIGNMENT OF PATENT INTERESTS

THIS ASSIGNMENT ("Assignment") is dated as of August 25, 2005, and is made by ZIP DEE, INC., a corporation organized and existing under the law of the State of Illinois ("Assignor"), in favor of AWNINGS BY ZIP DEE, INC., a corporation organized and existing under the laws of the State of Illinois ("Assignee").

For the consideration set forth by and between Assignor and Assignee of even date herewith, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby agrees as follows:

Section 1

DEFINITIONS

1.1 Patent Interests means the interests Assignor or any affiliate of Assignor may own, or have the right to sublicense hereunder, in the United States and foreign common law patents and patent rights, derivatives or developments used in connection with or related to the Patents and Patent Applications (hereinafter collectively referred to as "Patents") as identified in **Schedule A** attached hereto and made a part hereof, which Patents have been filed with the United States Patent and Trademark Office (including without limitation any derivative thereof to the extent any non-infringing rights exist).

Section 2

ASSIGNMENT OF RIGHTS

2.1 Patent Interests. As of the date hereof, Assignor, for itself, its successors, and assigns, hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's right, title, and interest in and to the Patent Interests. Assignor further transfers and assigns the right to file or refile for and obtain applications of the Patent Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein.

Assignor covenants not to use the Patent Interests, or any derivative thereof or similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Patent Interests, any applicable applications or registrations thereof or the ownership of the Patent Interests by Assignee.

2.2 Further Assurances. Assignor agrees at Assignee's reasonable request to execute and deliver such further conveyance agreements, and to take such further action, as may be necessary or desirable to evidence more fully the transactions described in this Agreement.

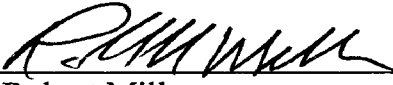
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2.3 Recordings. Assignor hereby authorizes the Assignee to file such documents with the Commissioner of Patents and Trademarks as is necessary to transfer the ownership of the Patent Interests herein to Assignee. The Commissioner of Patents and Trademarks is hereby authorized to issue the certificates of registration to the Assignee. An executed copy of a Memorandum of Assignment of Patents and/or this Assignment may be filed with the U.S. Patent and Trademark Office by Assignee at any time.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ZIP DEE, INC.
("Assignor")

By: 
Name: Robert Miller
Title: President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, IRA LEAVITT, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Miller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person as the authorized signatory of Assignor, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 25th day of August, 2005.



Notary Public

(SEAL)
My Commission Expires: _____



ASSIGNMENT OF PATENT INTERESTS
ZIP DEE, INC. ("Assignor")
AWNINGS BY ZIP DEE, INC. ("Assignee").

SCHEDULE A

Patent Description	Patent/Application Number	Issued Date
Chaise Lounge With Stabilizer Rods	5061011	10/29/91
Awning Travel Lock	5163460	11/17/92
Protective Foot Device for Mounting on Furniture	5160105	11/03/92
Automatic Awning for Recreational Vehicles	5597006	01/28/97
Automatic Awning for Recreational Vehicles	5813424	09/29/98
Automatic Awning for Recreational Vehicles	5823216	10/20/98
Awning	D409556	05/11/99
Arm Locking Mechanism for Side Out Awning	D424407	05/09/00

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2.1 Patent Interests. As of the date hereof, Assignor, for itself, its successors, and assigns, hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Assignee, in perpetuity (or for the longest period of time otherwise permitted by law), all of Assignor's right, title, and interest in and to the Patent Interests. Assignor further transfers and assigns the right to file or refile for and obtain applications of the Patent Interests anywhere in the world with the right to base priority on Assignor's first date of use or on any application and/or registration being assigned herein. Assignor covenants not to use the Patent Interests, or any derivative thereof or similar thereto, anywhere in the world except by authorization of Assignee, and further covenants not to contest or challenge the validity of the Patent Interests, any applicable applications or registrations thereof or the ownership of the Patent Interests by Assignee.

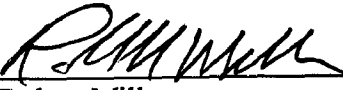
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ZIP DEE, INC.
("Assignor")

By: 
Name: Robert Miller
Title: President

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PATENT
REEL: 016958 FRAME: 0753

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

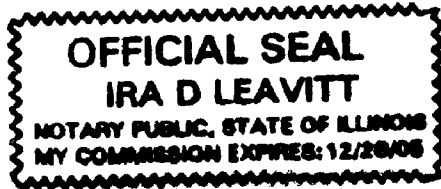
I, IRA LEAVITT, a Notary Public in and for the County and State aforesaid, do hereby certify that Robert Miller, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person as the authorized signatory of Assignor, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

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