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To the Director of the U.S. Patent and Trademark Office

1 document or copy thereof.

103099432

1. Name of conveying party(ies): Elona L. Henry  
Additional name(s) of conveying party(ies) attached ☐ Yes ☒ No

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

Nursery Supplies, Inc.  
1415 Orchard Drive  
Chambersburg, PA 17201

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

Additional name(s) & addresses attached? ☐ Yes ☒ No

Execution Date: September 26, 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

A. Patent Application No.(s)  
5,241,784

B. Patent No.(s)

Additional numbers attached ☐ Yes ☒ No

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

Robert E. Cannuscio, Esq.  
Drinker Biddle & Reath LLP  
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Philadelphia, PA 19103-6996

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

8. Deposit Account Number: 50-0573

Attorney Docket No. 35914-213362

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9. 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.

Robert E. Cannuscio

Name of Person Signing

Signature

October 10, 2005

Date

Total number of pages including cover sheet, attachments, and document 3

OMB No. 0651-0011 (exp. 4/94)

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## PATENT ASSIGNMENT

This **PATENT ASSIGNMENT** ("Assignment") is entered into by **Elona I. Henry**, an individual residing at 1283 Ranchette Road, West Palm Beach, Florida 33415 ("Assignor") and **Nursery Supplies, Inc.**, a corporation having offices at 1415 Orchard Drive, Chambersburg, PA 17201 ("Assignee").

**WHEREAS**, Assignor, Assignee, James H. Henry and Hold Em, Inc. have entered into that certain Asset Purchase Agreement dated as of September 16, 2005 ("Agreement"), which, along with the promises contained herein, constitute mutual consideration for the promises herein;

**WHEREAS**, Assignor is the owner of the entire right, title, and interest in and to United States Patent No. 5,241,784 (the "Patent");

**WHEREAS**, pursuant to the Agreement, the Assignor has agreed to sell the Patent to the Assignee, and the Assignee has agreed to purchase the Patent from the Assignor; and

**WHEREAS**, the Assignor and the Assignee wish to record the formal assignment relating to the aforementioned sale of the Patent, and have entered into this Assignment for that purpose.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, intending to be legally bound, does hereby sell, transfer, convey and assign to the Assignee and its successors and assigns the Assignor's entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in and to the Patent, including, without limitation, (a) all patent applications thereon, (b) all divisions, continuations, reissues, and reexaminations thereof, (c) all rights to claim priority based thereon, including all foreign patent rights, (d) all rights to apply for further intellectual property rights arising out of, or in any way related to, the Patent, and the rights to apply for renewals, reissues, and extensions of any or all of the foregoing, and (e) the right to sue, counterclaim and recover damages for past, present and future infringement thereof, including all past choses in action. The rights granted hereby shall be held and enjoyed by said Assignee, for its own use, and for its successors, legal representatives and assigns.

Assignor agrees to take all lawful acts which Assignee may deem advisable or necessary in order to render this Assignment fully effective and to register and enforce the rights granted hereby, including without limitation, execution of lawful documents, and cooperation in production of evidence and giving of testimony in connection with proceedings to enforce the rights granted hereby.

IN WITNESS WHEREOF, Assignor has caused this assignment to be executed  
as of the date written below.

**ASSIGNOR:**

  
ELONA I. HENRY

STATE OF Florida }  
COUNTY OF Palm Beach } ss:  
}

Before me, the undersigned, a Notary Public, personally appeared ELONA I. HENRY,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument.

WITNESS my hand and notarial seal this 26<sup>th</sup> day of Sept, 2005.

  
\_\_\_\_\_  
Notary Public



Jeffrey S. Gerow  
Commission #DD198791  
Expires: Apr 10, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.