

Form PTO-1595 (Rev. 07/05)
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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)

Gary Haymann
Felipe Peña

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

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

Execution Date(s) November 5, 2005

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: USA Shade & Fabric Structures, Inc.

Internal Address: _____

Street Address: 8319 Chancellor Row

City: Dallas

State: Texas

Country: USA Zip: 75247

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

4. Application or patent number(s):

A. Patent Application No.(s)
29/244,111

☐ This document is being filed together with a new application.
B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: David W. Carstens

Internal Address: Carstens & Cahoon, LLP

Street Address: PO Box 802334

City: Dallas

State: TX Zip: 75380

Phone Number: 972.367.2001

Fax Number: 972.367.2002

Email Address: carstens@cclaw.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)

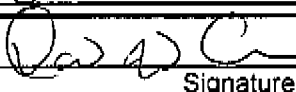
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0392

Authorized User Name David W. Carstens

9. Signature:


Signature

January 20 2006
Date

David W. Carstens
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
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PATENT
REEL: 017204 FRAME: 0646

*Docket No. AUSAS.0106**Patent***IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: Gary Haymann
Felipe Peña

Serial No: 29/244,111

Filing Date: December 5, 2005

Title: IMPROVED SHADE STRUCTURE

Attorney Docket No.: AUSAS.0106

ASSIGNMENT

WHEREAS, the undersigned have invented certain new and useful improvements as above entitled, for which application for United States Letters Patent is made; and

WHEREAS, **USA SHADE & FABRIC STRUCTURES, INC.** (hereinafter referred to as "**Assignee**"), a Delaware corporation, with an address of 8319 Chancellor Row, Dallas, Texas 75247, desires to acquire the undersigned's entire right, title and interest in and to the invention, and in and to said application and any Letters Patent that may issue thereon;

NOW THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned:

Hereby sell, assign and transfer to Assignee, its successors, assigns and legal representatives, the entire right, title and interest for the United States and all foreign countries, in and to any and all improvements which are disclosed in the application for United States Letters Patent identified above;

And in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said improvements; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said improvements; and in and to all utility models, industrial models, certificates of invention, and designs on said improvements;

Agree that said Assignee may apply for and receive Letters Patent for said improvements in its own name; and that, when requested, without charge to but at the expense of said Assignee, its successors, assigns and legal representatives, to carry out in

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Patent

good faith the intent and purpose of this assignment, the Undersigned will execute all divisional, continuing, substitute, renewal, reissue and all other patent applications, and all other like rights of exclusion in any country on any and all said improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to said Assignee, its successors, assignee, its successors, assigns and representatives, all facts known to the undersigned relating to said improvements and the history thereof; and generally do everything possible which said Assignee, its successors, assigns and representatives shall consider desirable for aiding in securing and maintaining proper patent protection for said improvements and vesting title to said improvements and all applications for patents and all patents on said improvements, in said Assignee, its successors, assigns and legal representatives; and

Agree that the undersigned will open request of Assignee, render prompt assistance and cooperation in the prosecution of legal proceedings involving said improvements, said applications and patents granted thereon, including oppositions, cancellation proceedings, priority contest, public use proceedings and court proceedings, and testify in such proceedings if requested, provided, however, that the expense which may be incurred by the Undersigned in lending such assistance and cooperation be paid by Assignee; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the Undersigned, except as set forth below, and that full right to convey the same as herein expressed is possessed by the Undersigned.

This assignment shall be binding on the heirs and legal representatives of the undersigned.

Date:

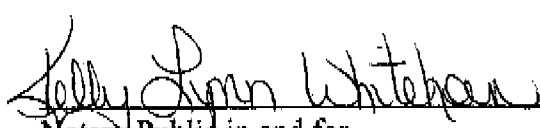
11/05/05

By:


Gary Haymann

This 5 day of November, 2005, before me personally appeared **Gary Haymann** to me personally known as the individual who executed the foregoing instrument, who acknowledges to me that he executed the same of his own free will for the purpose therein set forth.

My Commission Expires:

11-14-09
Notary Public in and for
The State of Texas

Docket No. AUSAS.0106

Patent

Date:

11/5/5

By:

Felipe Peña

This 5 day of November, 2005, before me personally appeared **Felipe Peña** to me personally known as the individual who executed the foregoing instrument, who acknowledges to me that he executed the same of his own free will for the purpose therein set forth.

My Commission Expires:

11-14-09

Kelly Lynn Whitehorn
Notary Public in and for
The State of Texas

