

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Rauch Industries, Inc.	03/27/2006

RECEIVING PARTY DATA

Name:	Pumpkin Masters LLC
Street Address:	650 South Cherry Street, Suite 1200
City:	Denver
State/Country:	COLORADO
Postal Code:	80246

PROPERTY NUMBERS Total: 30

Property Type	Number
Patent Number:	D483645
Patent Number:	D456920
Patent Number:	D427708
Patent Number:	D454967
Patent Number:	D453702
Patent Number:	5655861
Patent Number:	6497046
Patent Number:	6055738
Patent Number:	5832615
Patent Number:	6578710
Patent Number:	6113520
Patent Number:	6342175
Patent Number:	6575613
Patent Number:	4828114
Patent Number:	5092050

PATENT

500117997

REEL: 017823 FRAME: 0196

OP \$1200.00 D483645

Patent Number:	6093446
Patent Number:	6309092
Patent Number:	6260480
Patent Number:	D452636
Application Number:	10401491
Application Number:	10410889
Application Number:	10464672
Application Number:	10754066
Application Number:	11009544
Application Number:	11236473
PCT Number:	US0410890
Application Number:	60721043
Application Number:	60721042
Application Number:	60721048
Application Number:	60726764

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	53415.0001
NAME OF SUBMITTER:	Ellis Rosenzweig

Total Attachments: 9
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT is dated as of March 27, 2006 (this "Assignment") between Rauch Industries, Inc., a North Carolina corporation (the "Assignor"), and Pumpkin Masters LLC, a Colorado limited liability company (the "Assignee").

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), the Assignee has agreed to purchase all of the Assignor's right, title and interest in and to certain assets, including the patents and patent applications set forth on Schedule I hereto (the "Assigned Patents").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. The Assignor sells, conveys, transfers, assigns and delivers to the Assignee and its successors and assigns, and the Assignee purchases from the Assignor, all of the Assignor's right, title and interest in and to the Assigned Patents including, without limitation, all claims for past infringement, all reissues, reexaminations, continuations, continuations-in-part, divisionals and foreign corresponding patents that may issue therefrom and all renewals and extensions of any of them. This Assignment is in accordance with and is subject to all of the terms and conditions set forth in the Asset Purchase Agreement (which Asset Purchase Agreement shall govern in the event of a conflict between the terms hereof and those set forth in the Asset Purchase Agreement).

2. Cooperation and Recordation. The Assignor agrees to cooperate with the Assignee as reasonably necessary to give full effect to and to perfect the rights of the Assignee in the Assigned Patents. The Assignor agrees to execute and deliver such other documents and to take all such other actions as the Assignee and/or its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment. The Assignor agrees that the Assignee may record this Assignment (but not the Asset Purchase Agreement) in the United States Patent and Trademark Office and such other offices foreign to the United States as the Assignee deems necessary, and the Assignee shall be responsible for all expenses and costs associated therewith.


3. Governing Law. This Assignment shall be construed by and governed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than the State of Delaware.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

RAUCH INDUSTRIES, INC.

By: 
Name: Steven R. Huff
Title: President and Chief Executive Officer

PUMPKIN MASTERS LLC

By: _____
Name: Gay Burke
Title: Manager


[SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

RAUCH INDUSTRIES, INC.

By: _____
Name: Steven R. Hufft
Title: President and Chief Executive Officer

PUMPKIN MASTERS LLC

By:  _____
Name: Gay Burke
Title: Manager

SCHEDULE I – ASSIGNED PATENTS

ISSUED U.S. PATENTS

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
29/179,502 D483,645	04/09/2003 12/16/2003	Tool Handle
29/129,419 D456,920	09/15/2000 05/07/2002	Bag With Flashlight Handle
29/094,325 D427,708	09/30/1998 07/04/2000	Illumination Device
29/131,028 D454,967	10/12/2000 03/26/2002	Dome-Shaped Illumination Device
29/129,420 D453,702	09/15/2000 02/19/2002	Spherical Flashlight Pendant
08/549,357 5,655,861	10/27/1995 08/12/1997	Hand-Held Drilling Tool
09/156,986 6,497,046	09/18/1998 12/24/2002	Safety Saw For Cutting Soft Materials
09/028,217 6,055,738	02/23/1998 05/02/2000	Stencil And Kit For Transferring Images And Methods Therefor
08/763,529 5,832,615	12/12/1996 11/10/1998	Hand-Held Cutting Tool With Fatigue-Resistant Blade
09/889,338 6,578,710	10/20/2000 06/07/2003	Pumpkin Decorating Kit And Method Using Light Guiding Pegs
09/340,554 6,113,520	06/28/1999 09/05/2000	Combination Jump Rope And Sidewalk Chalk Holder Toy

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
09/348,850 6,342,175	07/07/1999 01/29/2002	Method Of Carving Shapes In A Pumpkin Shell
09/971,786 6,575,613	10/04/2001 06/10/2003	Portable Special Effects Illumination Device
07/091,436 4,828,114	08/31/1987 05/09/1989	Pumpkin Carving Kit
07/607,150 5,092,050	10/31/1990 03/03/1992	Hand Held Scraping Device
08/182,409 6,093,446	01/14/1994 07/25/2000	Method for Decorating Surfaces With Transfer Patterns
09/163,744 6,309,092	09/30/1998 04/30/2009	Illumination Device For Illuminating An Object & Interior
6,260,480		Egg Cleaning And Decorating Method and Kit
D452,636		Inflatable Treat Bowl
6,266,186		Creative Art Kit

U.S. PATENT APPLICATIONS

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ISSUE DATE</u>	<u>TITLE</u>
10/401,491	03/28/2003	Piercing Tool
10/410,889	04/09/2003	Tool With Ergonomic Soft-Grip Handle
10/464,672	12/4/2001	Pumpkin Decorating Kit
10/754,066	01/07/2004	Garment and Garment Accessories Having Luminescent Accents and Fabrication Method Therefor
11/009,544	12/09/2004	Packaging System For The Display And Sale of Objects
11/236,473	09/27/2005	Drive Handle and Power Saw For Carving Soft Materials
PCT/US2004/010890	04/07/2004	Tool With Soft-Grip Handle
60/721,043	09/27/2005	Pumpkin Carving Tool
60/721,042	09/27/2005	Giant Metal Rotating Scraper Scoop
60/721,048	09/28/2005	Improved Illuminated Bucket
60/726,764	10/14/2005	Illumination Device

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
<i>PCT/US2004/09263 (expired)</i>	<i>03/25/2004</i>	<i>Piercing Tool</i>
<i>60/594,093 (expired)</i>	<i>03/10/2005</i>	<i>Search Game and Kit Incorporating the Same</i>
<i>60/602,944 (expired)</i>	<i>08/18/2004</i>	<i>Kit and Method for Decorating Plastic Eggs</i>
<i>60/609,109 (expired)</i>	<i>09/10/2004</i>	<i>Decoration Kit and Method for Miniature Pumpkins</i>
<i>60/613,676 (expired)</i>	<i>09/27/2004</i>	<i>Drive Handle and Power Saw for Carving Soft Materials</i>
<i>60/613,886 (expired)</i>	<i>09/27/2004</i>	<i>Illumination Device</i>

FOREIGN PATENT APPLICATIONS (CHINA)

<u>SERIAL NUMBER/ PATENT NO.</u>	<u>FILING DATE/ ISSUE DATE</u>	<u>TITLE</u>
200510129868.2	12/9/2005	Drive Handle and Power Saw for Carving Soft Materials

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