

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| LIFETIME PRODUCTS, INC. | 07/31/2006 |
| RECEIVING PARTY DATA | |
| Name: | PERFORMANCE DESIGN, INC. |
| Street Address: | FREEPORT CENTER, BLDG. G-6 |
| City: | CLEARFIELD |
| State/Country: | UTAH |
| Postal Code: | 84016 |
| PROPERTY NUMBERS Total: 3 | |
| Property Type | Number |
| Application Number: | 60668551 |
| Application Number: | 60729625 |
| Application Number: | 29241103 |
| CORRESPONDENCE DATA | |
| Fax Number: | (801)328-1707 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 801-533-9800 |
| Email: | RGILMORE@WNLAW.COM |
| Correspondent Name: | RICHARD C. GILMORE |
| Address Line 1: | 60 EAST SOUTH TEMPLE |
| Address Line 2: | 1000 EAGLE GATE TOWER |
| Address Line 4: | SALT LAKE CITY, UTAH 84111 |
| ATTORNEY DOCKET NUMBER: | 16614.0 |
| NAME OF SUBMITTER: | RICHARD C. GILMORE |

OP \$120.00 60668551

Total Attachments: 3

500155402

**PATENT
 REEL: 018292 FRAME: 0870**

source=Assignment#page1.tif
source=Assignment#page2.tif
source=Assignment#page3.tif

ASSIGNMENT

WHEREAS, LIFETIME PRODUCTS, INC., a Utah corporation, having offices at Freeport Center, Bldg. D-11, Clearfield, UT 84016, owns the entire right, title and interest in the following United States applications for Letters Patent and duly issued Letters Patent in the United States (hereinafter "the Patents and Patent Applications"):

| <u>Application</u> | <u>Filing Date</u> | <u>Title</u> |
|--------------------|--------------------|----------------------|
| 60/688,551 | 06/07/05 | Playground Equipment |
| 60/729,625 | 10/24/05 | Playground Equipment |
| 29/241,103 | 10/24/05 | Playground Equipment |

WHEREAS, PERFORMANCE DESIGN, INC., a Utah corporation, having offices at Freeport Center, Bldg. G-6, Clearfield, UT 84016, is desirous of purchasing the entire right, title and interest in and to the Patents and Patent Applications;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, LIFETIME PRODUCTS, INC. does hereby acknowledge that it has sold, assigned, transferred and set over, and by these presents hereby does sell, assign, transfer and set over, unto the said PERFORMANCE DESIGN, INC., its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in, to and under the Patents and Patent Applications, and all Letters Patent of the United States which may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patents which may hereafter be filed for the Patents and Patent Applications in any country or countries foreign to the United States; and hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent resulting from the Patents and Patent Applications as aforesaid to, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

LIFETIME PRODUCTS, INC. does hereby sell, assign, transfer and convey to, its successors, legal representatives and assigns, all claims for damages and all of the remedies arising out of any infringement of the Patents and Patent Applications which may have accrued prior to the date of this assignment or may accrue, including, but not limited to, the right to sue for and collect and retain damages for past infringements of the Patents and Patent Applications;

LIFETIME PRODUCTS, INC. hereby covenants and agrees that it will communicate to , its successors, legal representatives and assigns, any facts known to respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any or all of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths, and generally do everything possible to aid , its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Patents and Patent Applications in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this ____ day of April, 2006.

BY: Barry Mower
Name Printed: Barry Mower
Title: CEO
Date: 7-31-06

STATE OF UTAH)
DAVIS) ss.
COUNTY OF)

On July 31, 2006, before me, Barry Mower, personally appeared personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Hayley W. Willoughby
Signature

G:\DATA\WPDOCS3\RCG\SAMPLES\ASSIGN2.DOC

