

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
EFFECTIVE DATE:	07/17/2006

CONVEYING PARTY DATA

Name	Execution Date
Van Zyverden, Inc.	07/17/2006

RECEIVING PARTY DATA

Name:	Rush Creek Designs, Inc.
Street Address:	8890 - 24th Avenue
City:	Jenison
State/Country:	MICHIGAN
Postal Code:	49428

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6609333

CORRESPONDENCE DATA

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Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	RUSH A300
NAME OF SUBMITTER:	James A. Mitchell

Total Attachments: 3
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ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT ("Assignment") is effective as of July 17th, 2006 by and between, Van Zyverden, Inc., a Delaware corporation of 8079 Van Zyverden Road, Meridian, MS, 39302 ("Assignor"), and Rush Creek Designs, Inc., a Michigan corporation of 8890 - 24th Avenue, Jenison, MI 49428 ("Assignee"), and is made with reference to the following facts and circumstances:

A. Assignor wishes to assign to Assignee, and Assignee wishes to obtain from Assignor the United States Patent number 6,609,333B2 (see attached), together with all associated patent rights to the inventions disclosed therein (the "Patent"),

B. Assignee wishes to obtain the Patent from Assignor for the purpose of enforcing all rights relating to ownership of the Patent.

IT IS THEREFORE AGREED:

1. ASSIGNMENT

In exchange for Assignee paying Assignor \$.05 on each sale by Assignee of a plant support and container lifting device embodying or employing the invention of the Patent, Assignor hereby assigns to Assignee its entire right, title and interest in and to the Patent, for the United States and for all foreign countries, including, without limitation, any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents, and including the subject matter of all claims that may be obtained, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the effective date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby authorizes and requests the U.S. Director of Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Patent.

Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively carry out the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any applications relating to any of the rights assigned herein; (2) obtaining any additional patent protection

relating to any of the rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (3) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

2. REPRESENTATIONS OF ASSIGNOR

Assignor represents and warrants to Assignee that it has all rights, title, and interest in the Patent being assigned. If Assignor is found to not hold all rights, title, and interest in the Patent being assigned, Assignor will be deemed to have breached this Assignment and all payments due Assignor by Assignee shall immediately cease. In addition, if a breach by Assignor occurs, Assignee shall be entitled to reimbursement for all amounts paid Assignor pursuant to this Assignment.

3. CONSIDERATION FOR ASSIGNMENT

As consideration for this Assignment, Assignee agrees to pay to the Assignor the sum of \$.05 on each sale by Assignee of a plant support and container lifting device which embodies and employs the invention of the Patent assigned to Assignee by Assignor, commencing July 1, 2006. Such consideration shall be paid during any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents, of the Patent.

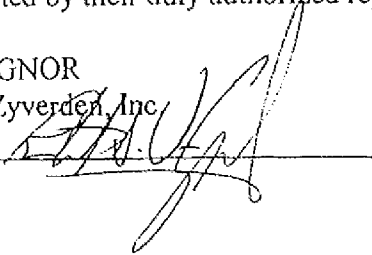
4. PAYMENT OF CONSIDERATION AND MAINTENANCE OF RECORDS

Assignee shall render to Assignor a written statement setting forth the number and description of all plant support and container lifting devices sold or otherwise disposed of, embodying or employing the invention of the Patent during the period covered by the statement. A statement shall be submitted annually within thirty (30) days after the first day of each July, with the first such report being due within thirty (30) days after the first day of July, 2007. Payment of the annual consideration due to Assignor by Assignee shall be made at the time the written statement is rendered to Assignor by Assignee. Assignee shall keep a separate record in a suitable set of books or computer records specifically provided for that purpose, in ample detail so as to enable the consideration payable to be determined. The set of books or computer records may be examined by an auditor or accountant, authorized by the Assignor, at any reasonable time during the Assignee's business hours so as to verify the records and payments provided for. If records of consideration to be paid hereunder are maintained by Assignee in a computer database, such records shall be printed out in hard copy on a monthly basis and provided in such form to the above-mentioned auditor or accountant in that form on request. Spreadsheets of records printouts shall be collected and stored by Assignee in a secure, fire-proof environment for examination by Assignor at all reasonable times.

5. BANKRUPTCY OR INSOLVENCY OF ASSIGNEE

If Assignee, Assignee's successors or assigns, becomes bankrupt or insolvent or a receiver is appointed to take over its assets within ten (10) years from the date of this Assignment, then this Assignment shall become null and void, and all right, title and interest now conveyed in the invention and Patent, shall revert to the Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the effective date.

ASSIGNOR
Van Zyverden, Inc.
By: 

ASSIGNEE
Rush Creek Designs, Inc.
By: Diabe J. Hoelster President