

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John Smithbaker	12/15/2003
RECEIVING PARTY DATA	
Name:	The Brunton Company
Street Address:	620 East Monroe
City:	Riverton
State/Country:	WYOMING
Postal Code:	82501
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10629241
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NAME OF SUBMITTER:	Melissa B. Benko
Total Attachments: 2 source=Assignment of John Smithbaker#page1.tif source=Assignment of John Smithbaker#page2.tif	

OP \$40.00 10629241

WHEN RECORDED RETURN TO:

PATENT APPLICATION

Docket No: 00PT73

Wall Law Offices
500 Judge Building
8 East Broadway
Salt Lake City, Utah 84111

ASSIGNMENT OF JOHN SMITHBAKER

We, Mosashi Kato, Hiroaki Ishigaki of Warabi City, Saitama Prefecture, Nation of Japan, and John Smithbaker and Brendon Weaver, of Riverton, State of Wyoming, Nation of United States of America, respectively, have invented a method and apparatus entitled Multi-Step Locking Eye Cup Twist Up Device hereinafter called the "invention." Preferred embodiments of said invention are disclosed in a United States Patent now identified as File No. 00PT73 of the law firm of: Wall Law Offices, 500 Judge Building, 8 East Broadway, Salt Lake City, Utah 84111, and filed in the United States Patent and Trademark Office as Patent Application Serial No. 10/629,241.

The Assignee, THE BRUNTON COMPANY, a corporation of the State of Wyoming, of the Nation of the United States of America, having a principal place of business 620 East Monroe, Riverton, State of Wyoming, United States of America, desires to secure the entire right, title and interest in said invention.

In consideration of One Dollar (\$1.00) and other good and valuable consideration paid to us by the Assignee, the receipt and sufficiency of which we hereby acknowledge, WE HEREBY ASSIGN TO THE ASSIGNEE:

The entire right, title and interest in said invention and in the above-identified United States patent application and in all divisions, continuations and continuations-in-part of said application, or reissues or extensions of Letters Patent or Patents granted thereon, and in all corresponding applications filed in the United States and Europe, and in all patents issuing thereon in the United States and European countries.

The right to file European patent applications on said invention in its own name, wherever such right may be legally exercised, including the right to claim the benefits of the International Convention for such applications.

We hereby authorize and request the United States Commissioner of Patents, and such Patent Office officials in European foreign countries as are duly authorized by their patent laws to issue patents, to issue any and all patents on said invention to the Assignee as the owner of the entire interest, for the sole use and behoof of the said Assignee, its successors, assigns and legal representatives.

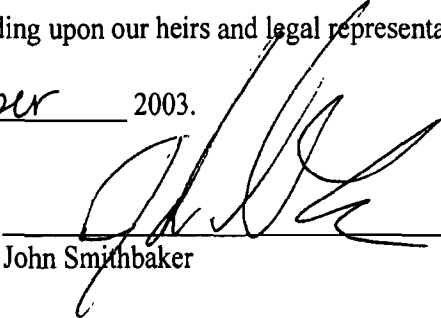
We hereby agree, without further consideration and without expense to us, to sign all lawful papers and to perform all other lawful acts which the Assignee may request of us to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all original, divisional, substitute, reissue, and other United States and foreign patent applications on said invention, and all lawful documents requested by the Assignee to further the prosecution of any of such patent applications.

Cooperation to the best of my ability in the execution of all lawful documents, the production of evidence, nullification, reissue, extension, or infringement proceedings involving said invention.

This assignment and agreement shall be binding upon our heirs and legal representatives.

DATED this 15 day of December 2003.


John Smithbaker

STATE OF WYOMING)
 : ss.
COUNTY OF FREMONT)

On December 15 (date), 2003, before me personally appeared John Smithbaker, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that he executed the same as his free act and deed and for the purposes set forth therein.

Sworn to and subscribed to before me on this 15 day of December, of the year 2003.

(seal)

