

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1"><thead><tr><th>Name</th><th>Execution Date</th></tr></thead><tbody><tr><td>Edwin Evans</td><td>02/06/2008</td></tr><tr><td>George Brown</td><td>02/06/2008</td></tr><tr><td>Louis Halper</td><td>02/27/2008</td></tr></tbody></table>	Name	Execution Date	Edwin Evans	02/06/2008	George Brown	02/06/2008	Louis Halper	02/27/2008	
Name	Execution Date								
Edwin Evans	02/06/2008								
George Brown	02/06/2008								
Louis Halper	02/27/2008								
RECEIVING PARTY DATA									
Name:	Potter Roemer LLC								
Street Address:	17451 Hurley Street								
City:	City of Industry								
State/Country:	CALIFORNIA								
Postal Code:	91744								
PROPERTY NUMBERS Total: 1									
<table border="1"><thead><tr><th>Property Type</th><th>Number</th></tr></thead><tbody><tr><td>Application Number:</td><td>29303631</td></tr></tbody></table>	Property Type	Number	Application Number:	29303631					
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Application Number:	29303631								
CORRESPONDENCE DATA									
Fax Number: (414)277-0656 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
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Email: mkeipdocket@michaelbest.com									
Correspondent Name: Michael Best & Friedrich LLP									
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Address Line 2: Suite 3300									
Address Line 4: Milwaukee, WISCONSIN 53202-4108									
ATTORNEY DOCKET NUMBER:	023323-9004-00								
NAME OF SUBMITTER:	Jodi Anderson								
Total Attachments: 7 source=F0374433#page1.tif									

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ASSIGNMENT

Pursuant to our obligation to Potter Roemer LLC (hereinafter referred to as "Assignee"),
a California corporation having its principal place of business at:

17451 Hurley Street
City of Industry, CA 91744

and for other valuable and sufficient consideration, receipt whereof is hereby acknowledged,
we:

Edwin Evans
15081 Talley Street
Irvine, CA 92604

George Brown
7668 Shadyoak Drive
Downey, CA 90240

confirm our obligation to and hereby sell, assign and convey, unto Assignee, its successors and
assigns, our entire right, title and interest -

(1) in and to a new, original and ornamental design entitled "COVER" for which we have
executed a design Patent Application on even date herewith (Atty. File No. 023323-9004-00);

(2) in and to said design patent application, in and to all other patent applications
(including divisional, continuation, continuation-in-part, and reissue applications) , and in and to
the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of
the term or terms for which said patent or patents may be granted;

(3) in and to all patent applications or design registrations corresponding to the
Application filed in countries foreign to the United States of America, and in and to any and all
patents granted on said applications to the full end of the terms for which said patents may be
granted; and


(4) under the International Convention in respect to the design patent application and
agree that any patent applications or design registrations of any foreign countries which may be

filed shall be filed in the name of our Assignee with a claim to priority based on said design application.

And we hereby agree that we will, upon demand of Assignee, its successors or assigns, and without further consideration to us, execute any and all papers that may be necessary, or deemed by Assignee, its successors or assigns, to be necessary, to a complete fulfillment of the intent and purposes of this Assignment, it being understood that any expense incident to the execution of such papers shall be paid by Assignee, its successors and assigns, and not by us.

And the Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said design patent or patents to Assignee.

2-6-08
Date


Edwin Evans

2-6-08
Date


George Brown

AGREEMENT TO ASSIGN PATENT APPLICATION AND ROYALTY AGREEMENT

Effective on the complete execution of the signature blocks below, Potter Roemer LLC, having its principal place of business at 17451 Hurley Street, City of Industry, CA 91744 (hereinafter referred to as ASSIGNEE), and Louis Halper, an individual whose place of residence is 4226 Pacific Avenue, Long Beach, CA 90807 (hereinafter referred to as ASSIGNOR) hereby agree as follows:

RECITALS

A. Whereas, ASSIGNOR represents that he is a joint inventor of the subject matter disclosed and claimed in U.S. Patent Application No. 11/938,641 filed November 12, 2007 and titled "Locking Cover", as well as the subject matter in U.S. Design Patent Application No. 29/303,631 filed February 13, 2008 and titled "Cover" (hereinafter referred to as the Applications), and as a joint inventor is an equal owner of the entire right, title and interest in and to any United States or foreign patent or patents that may issue from the Applications, and that he has the right to assign all of his right, title and interest therein, and

B. Whereas, ASSIGNEE desires to obtain exclusive ownership of all of the right, title and interest in and to any United States or foreign patent or patents that may issue from the Applications for the purpose of making, using, importing, or selling the inventions claimed or disclosed in the Applications.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL, PROMISES, COVENANTS AND CONDITIONS HEREINAFTER CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF RIGHTS

1.1. ASSIGNOR hereby sells, assigns and conveys to ASSIGNEE, its successors and assigns, his entire right, title and interest:

1.1.1. in and to an invention entitled "LOCKING COVER", as well as other applications relating to locking covers that list ASSIGNOR as an inventor (the Applications), for which he has executed one or more applications as a co-owner.

1.1.2. in and to all other patent applications (including design, divisional, continuation, continuation-in-part, §111(b) provisional, §111(a), and reissue applications) based upon said invention, and in and to the patent or patents to be granted thereon, including reissues thereof, if any, to the full end of the term or terms for which said patent or patents may be granted;

1.1.3. in and to all patent applications on said invention now or hereafter filed in countries foreign to the United States of America, and in and to any and all patents granted on said applications to the full end of the terms for which said patents may be granted; and

1.1.4. under the International Convention in respect to the United States patent application and agree that any patent applications of any foreign countries which may be filed shall be filed in the name of ASSIGNEE with a claim to priority based on said United States application.

1.1.5. in and to any and all patents, which may issue on patent rights and improvements, and derivatives arising therefrom developed by ASSIGNEE and any and all divisions, continuations, continuations in part, reissues and extensions.

1.1.6. in and to all intellectual property rights, including but not limited to copyrights, trade secrets, trade names or service marks and all other intangible rights relative to the Locking Cover and any improvements thereto made by ASSIGNEE.

1.2. ASSIGNOR hereby agrees that he will, upon demand of ASSIGNEE, its successors or assigns, and without further consideration, execute any and all documents that may be necessary, or deemed by ASSIGNEE, its successors or assigns, to be necessary, to complete fulfillment of the intent and purposes of this Agreement, it being understood that any expense incident to the execution of such documents shall be paid by ASSIGNEE, its successors and assigns, and not by ASSIGNOR.

1.3. The Commissioner of Patents and Trademarks of the United States is hereby authorized and requested to issue said United States patent or patents to ASSIGNEE.

2. PAYMENTS

2.1. Upon execution of this Agreement and continuing thereafter during the term of the Agreement, ASSIGNEE shall pay to ASSIGNOR royalty payments of Three Percent (3%) of the total net sales price, as hereinafter defined, that ASSIGNOR receives from bonafide commercial sales of any products that fall within the scope of any patents that may issue from the Applications.

2.2. If for any reason whatsoever, no patent is issued, or ASSIGNEE abandons or disclaims all applications based on the Invention, payments by the ASSIGNEE to the ASSIGNOR will cease with a final payment calculated from the end of the previous quarter to the date of abandonment or disclaimer of the final application. ASSIGNEE agrees to continue prosecution of the Applications until the earliest of the receipt of the first Office Action or January 12, 2009.

2.3. Payments shall be made on the 15th day of January, April, July, and October of each year beginning at the execution of this document. Such payments shall be computed based upon the total net sales price for all sales made during the immediately preceding calendar quarter and

starting with sales made on or after June 1, 2007.

2.4. Concurrently with each payment provided for herein, ASSIGNEE shall provide ASSIGNOR with an accounting of the total net sales and total net sales price for the prior calendar quarter used to determine the amount of payments due. Payments shall be by such means as ASSIGNOR shall designate to ASSIGNEE either by US mail, Federal Express (or other carrier) or wire transfer and shall be computed on the total net sales price as defined herein.

2.6. Should ASSIGNEE fail to make any payments as required herein, and should the ASSIGNEE fail to cure the breach created thereby after thirty (30) days written notice to ASSIGNEE, any and all rights, title and ownership granted by ASSIGNOR may be terminated with written notice from ASSIGNOR and ASSIGNEE shall provide a check for all unpaid sums due hereunder.

2.7. Total Net Sales Price shall mean total gross revenue received by ASSIGNEE from the sale of any items subject to this agreement less any customer refunds, rebates, shipping costs and transportation insurance costs not reimbursed by the customer, on any and all products sold by ASSIGNEE that fall within the scope of the claims of any patents that issue from the Applications.

2.8. ASSIGNEE agrees to keep complete and correct books, accounts and records to facilitate computation of royalty payments. ASSIGNOR or his representatives reasonably acceptable to ASSIGNEE, shall have a full right of accounting including the right to confidentially examine ASSIGNEE's books and records, at all reasonable times and upon reasonable notice, for the purpose of verifying the amount of royalty payments due.

3. COVENANTS OF ASSIGNEE.

3.1. ASSIGNEE agrees that all items subject to this Agreement will be sold by ASSIGNEE only in a bonafide commercial manner. In the event of any sale or assignment made to any subsidiary of ASSIGNEE, or to any related corporation or entity of ASSIGNEE, such transaction shall be disregarded in determining the net sales price, but rather such net sales price shall be the net sales price received by such related entity to a third party purchaser. ASSIGNEE covenants and agrees that in the event it sells any device subject to this Agreement as part of a package with any other item sold by ASSIGNEE, that the price listed in ASSIGNEE'S standard price sheet for any one item subject to the Agreement shall be utilized in determining the sales price to be allocated to the sale of the device subject to this Agreement for which a royalty is due.

3.2. ASSIGNEE agrees to indemnify and hold harmless (including costs and attorney 's fees) ASSIGNOR from any and all liability of every type and nature whatsoever arising out of the sale, transfer or assignment of any device subject to this Agreement.

3.3. ASSIGNEE agrees that any device subject to this Agreement shall be carried in ASSIGNEE'S sales catalog and shall continue to be merchandised for the duration of this

Agreement, unless ASSIGNOR consents to the discontinuance of the sale of such item. Such consent shall not be unreasonably withheld by ASSIGNOR. If such consent is given, at ASSIGNEE'S request, ASSIGNEE shall grant ASSIGNOR the right to sell the device that has been removed from the sales catalog.

4. TERM AND TERMINATION

4.1. This Agreement shall continue until (i) as to patented items, the expiration of the last-to-expire of any U.S. Patents that may issue from the Applications (or until all patents that issue from the Applications are determined invalid or unenforceable by a court or other adjudicative body of competent jurisdiction) or (ii) in the case that no patents issue from the Applications, until the abandonment of the last of the Applications.

5. MISCELLANEOUS PROVISIONS

5.1. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed by the parties hereto.

5.2. This Agreement shall be interpreted in accordance with the laws of the State of California.

5.3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any such assignment, notice of such assignment and the name and address of the successor shall be given to the other party. Any such assignment shall not relieve the assigning party of its obligations hereunder and the assigning party shall be jointly and severally liable with the successor for all such obligations.

5.4. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.5. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5.6. Each party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.

5.7. Items or devices subject to this agreement include only those items that fall within the scope of one or more claims of the pending Applications or issued patents.

5.8. All notices required to be given hereunder shall be given to the party at the

address hereinafter set forth or at such other address as either party may designate to the other by giving written notice thereof:

ASSIGNOR: Louis Halper
4226 Pacific Avenue
Long Beach, CA 90807

ASSIGNEE: Potter Roemer, LLC
P.O. Box 3527
City of Industry, CA 91744-0527

All notices or other communications given hereunder shall be sent by (a) personal delivery, (b) US Postal Service registered or certified mail, returned receipt requested, postage prepaid, or (c) by Federal Express or other similar reputable overnight delivery systems. Notices shall be deemed to be duly given and received (i) for personal delivery when received, (ii) if sent by mail, as of the 5th business day after deposit with the US Postal Service or (iii) if sent by overnight delivery service the business day following the deposit with such carrier.

5.8. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

5.9. This Agreement may be executed in counterparts, all of which when taken together shall be deemed a fully executed original.

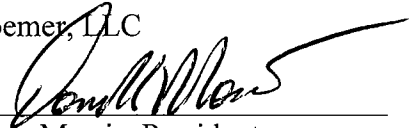
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Louis Halper



Date: 2/27/2008

Potter Roemer, LLC

By: 
Don Morris, President

Date: 3/10/08