

06-04-2008

IEET

Docket No.: Diamond 014 & 015

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



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103506600

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Clyde Dollar

2. Name and address of receiving party(ies):

Name: Diamond Wildlife Feeders, Inc.

Address: 3345 Junction Highway

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Correct Assignment Recording Reel/Frame No.

Execution Date: 020841/0650

City: Ingram State/Prov.: Texas

Country: US ZIP: 78025

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

12/079,880

28 March 2008

12/079,881

28 March 2008

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Ryan S. Christensen

Registration No. 60,291

Address: The Matthews Firm (Customer No. 021897)

2000 Bering Drive, Suite 700

City: Houston

State/Prov.: Texas

Country: US

ZIP: 77057

6. Total number of applications and patents involved:

2

7. Total fee (37 CFR 3.41):.....\$ 80.00

☐ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☒ Authorized to be charged to deposit account

8. Deposit account number:

13-2166

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Ryan S. Christensen

Name of Person Signing

Ryan S. Christensen

Signature

2 June 2008

Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 021069 FRAME: 0758

RECORDATION FORM COVER SHEET

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robert L. Croft

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: **14 Jan 2005**

2. Name and address of receiving party(ies):

Name: **Diamond Wildlife Feeders, Ltd.**Address: **3345 Junction Highway**City: **Ingram** State/Prov.: **Texas**Country: **US** ZIP: **78025**

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

Patent Application No.

Filing date

B. Patent No.(s)

12/079,881**28 March 2008****12/079,880****28 March 2008**

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Ryan S. Christensen**Registration No. **60,291**Address: **The Matthews Firm (Customer No. 021897)****2000 Bering Drive, Suite 700**City: **Houston** State/Prov.: **Texas**Country: **US** ZIP: **77057**

6. Total number of applications and patents involved:

27. Total fee (37 CFR 3.41):.....\$ **80.00**☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

13-2166

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.***Ryan S. Christensen**

Name of Person Signing

Signature

18 Apr 2008

Date

9

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450**PATENT****REEL: 021069 FRAME: 0759**

ASSIGNMENT OF PARTNERSHIP INTEREST

This agreement is entered into on this 14th day of January, 2005, between Clyde Dollar, referred to in this agreement as Assignor, Consolidated Managed Assets, LLC, referred to in this agreement as Assignee, and Michael L. Binion and Robert Croft, collectively referred to in this agreement as the Remaining Partners.

RECITALS

1. The Assignor and the Remaining Partners have been and are partners in the partnership of Diamond Wildlife Feeders, Ltd., established as a Texas limited partnership under an agreement dated June 11, 2004.

2. The Assignor desires to withdraw as general partner and assign his interest in the partnership to Assignee, and the Remaining Partners approve of the withdrawal and assignment.

3. The Assignee desires to accept assignment of Clyde Dollar's partnership interest in and become sole general partner of Diamond Wildlife Feeders, Ltd.

In consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. The Assignor assigns to the Assignee, his fifty-five percent (55%) undivided interest in the partnership, including all right, title, and interest in and to all partnership assets and rights to future profits.

2. Assignor's partnership interest includes, but is not limited to, all right, title, and interest in and to any and all patents or pending patent applications, and/or copyrights, concerning

Assignment of Partnership Interest

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any feeders and/or timer designs, components, parts, partnership equipment, partnership inventory, rental buildings, websites, domain names for the partnership, all ironwork and the wagon located on the partnership's premises. Assignor expressly warrants that he will not use any of the aforementioned property in any way.

3. Assignor expressly acknowledges that the trademark for Diamond Feeders, Ltd. and the name "Diamond Enterprises" belongs to the partnership.

4. Assignor will transfer the following phone numbers into the name of the partnership and further acknowledges that the following phone numbers belong to the partnership: (830) 367-4400, (830) 367-4770 & (830) 367-4175.

5. Assignor will transfer to Assignee and Remaining Partners, immediately upon execution of this document, all codes and programs for any timing mechanisms. Assignor expressly warrants that no copies of any codes and/or programs for any timing mechanisms have been made, and that if Assignor discovers that any copies have been made, Assignor will promptly transfer any such copies to the Assignee and Remaining Partners no later than January 17, 2005.

6. Assignor will promptly transfer any labels, functional timers, solar panels and tools belonging to the partnership, along with any other partnership property in Assignor's possession no later than January 17, 2005.

7. Assignor will indemnify Assignee, the partnership and Remaining Partners from any debts, loss, damage, claim or liability incurred by them, including reasonable attorney's fees, and expenses, due to or arising from Assignor's negligence, gross negligence, fraud, bad faith, malfeasance, or misconduct.

8. The Assignee will receive all right, title and interest of the Assignor in and to Assignor's partnership interest, and will be entitled to participate equally in the operation and management of all partnership business with the Remaining Partners.

9. The Assignee will be bound by all terms of the partnership agreement dated June 11, 2005.

10. The Remaining Partners approve the assignment of the partnership interest by the Assignor to Assignee and accept the Assignee as the substituted general partner in the partnership.

11. Assignor agrees not to compete against the partnership, either directly or indirectly, anywhere inside the United States, or outside the United States, including the country of Mexico, for a period of five (5) years from the date this document is signed, in any business in which the partnership is or may be engaged, including but not limited to the design, manufacture and sale of all types of animal feeders, wildlife feeders, aquatic animal feeders, shrimp feeders, conventional candles, flameless candles, decorative candles, functional candles for use in connection with hunting wild game and repelling varmints, fish feeders, domestic animal feeders, pet feeders, livestock feeders, horse feeders, wild or domestic bird feeders and any other type of animal feeder either on behalf of himself or any third party. Assignor expressly agrees that this non-compete provision is reasonable, both as to length of time that Assignor is prohibited from competing with the partnership and as to the geographic area that is covered by the non-compete provision. Assignor expressly waives any rights he may have under any law to contest the validity of this non-compete provision.

12. Assignor expressly agrees to be responsible for all long distance charges incurred by the partnership for telephone calls to Mexico.

13. Assignor agrees that he will not to disclose to any third party and that he will keep confidential any information acquired while acting as a general partner of the partnership, including but not limited to, financial information concerning the partnership, client lists, vendor lists, trade secrets, or any other information concerning the partnership.

14. Assignor agrees to execute a promissory note of even date herewith in the amount of \$50,000.00 payable to the order of the partnership. Assignor acknowledges that all amounts reflected in the promissory note have a just and factual basis and are due and owing by Assignor to the partnership.

15. This agreement shall be subject to the laws of the State of Texas.

16. If any provision of this document is declared by a court to be void, that provision will be severed from the remainder of the agreement, and the balance of the agreement will remain in effect.

17. Assignor agrees to pay all attorney's fees, costs of court, and any other expense associated with the enforcement of this agreement by the Assignee or Remaining Partners.


Executed at Ingram, Texas, on this 14th day of January, 2005.

ASSIGNOR:



CLYDE DOLLAR

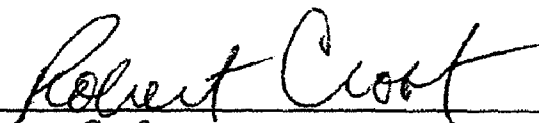
ASSIGNEE:

CONSOLIDATED MANAGED ASSETS, LLC

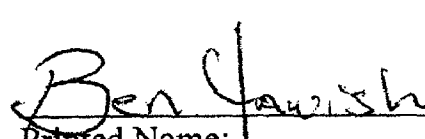

By: CMA by 
Michael L. Binion, Member

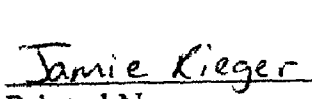
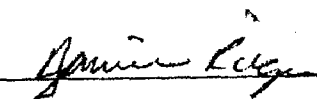
REMAINING PARTNERS:


Michael L. Binion


Robert Croft

WITNESSES:

 
Printed Name: Ben Jarvis

 
Printed Name: Jamie Kieger