

05/23/2011



Form PTO-1595 (Rev 03-09)  
OMB No. 0651-0027 (exp 03/31/2009)

U S DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

103625381

### PATENTS ONLY

To the Director of the U.S Patent and Trademark Office: Please record the attached documents or the new address(es) below

S-23-11

#### 1. Name of conveying party(ies)

Yao-Chung Huang

Additional name(s) of conveying party(ies) attached?  Yes  No

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

Name: HO CHENG GARDEN TOOLS CO., LTD

Internal Address: \_\_\_\_\_

Street Address: NO. 752, SEC. 4, YEN HAI RD., FU SHING

HSIANG

City: CHANGHUA

State: \_\_\_\_\_

Country: Taiwan

Zip: \_\_\_\_\_

Additional name(s) & address(es) attached?  Yes  No

#### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) 4/13/2011

- Assignment  Merger
- Security Agreement  Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other \_\_\_\_\_

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

This document is being filed together with a new application.

A. Patent Application No.(s)

29/389524; 29/389525

B Patent No.(s)

Additional numbers attached?  Yes  No

Received  
MAY 23 2011  
5th Floor  
Records Div

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

Name: Che-Yang Chen

Internal Address: \_\_\_\_\_

Street Address: 7309 Teresa Ave.

City: Rosemead

State: CA

Zip: 91770

Phone Number: 626-715-6103

Fax Number: \_\_\_\_\_

Email Address: chen/patentlaw@gmail.com

#### 6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1 21(h) & 3.41) \$ 80.00

- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

#### 8. Payment Information

Deposit Account Number \_\_\_\_\_

Authorized User Name  
05/23/2011 KNGUYENI 00000053 29389524

#### 9. Signature:

Signature

5/5/2011

Date

Che-Yang Chen  
Name of Person Signing

01 FC:8021

80.00

Total number of pages including cover sheet, attachments, and documents

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to  
Mail Stop Assignment Recordation Services, Director of the USPTO, P O.Box 1450, Alexandria, V A 22313-1450

## ASSIGNMENT

**WHEREAS, YAO-CHUNG HUANG** (hereinafter referred to collectively as "ASSIGNORS") has invented certain new and useful improvements disclosed in the following patent application:

Design Patent Application No. 29/389,524 entitled, **GARDEN SHEARS**, filed on 4/13/2011.

**WHEREAS**, the above-referenced patent application and said improvements disclosed therein are together referred to as PATENT APPLICATION;

**WHEREAS**, Yao-Chung Huang, a citizen of Taiwan, residing in Changhua, Taiwan may have certain right, title or interest in this PATENT APPLICATION

**AND WHEREAS, HO CHENG GARDEN TOOLS CO., LTD.** (hereinafter "ASSIGNEE"), a corporation in Taiwan, having its principal place at: NO. 752, SEC. 4, YEN HAI RD., FU SHING HSIANG, CHANG HUA HSIEN, TAIWAN, wishes to acquire entire right, title and interest in and to these PATENT APPLICATION and said improvements, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom, for past infringement thereof, and to collect reasonable royalties based on the provisional rights thereof;

**NOW THEREFORE**, in the receipt of valuable consideration which is hereby acknowledged, ASSIGNORS do hereby sell, assign and set over to ASSIGNEE:

(i) the entire right, title and interest in and to the PATENT APPLICATION and said improvements (any ordinary, divisional, continuation, continuation-in-part and relevant international counterparts), that ASSIGNORS has or may have, and patent applications claiming priority therefrom, including but not limited to all ordinary, divisions, continuations and continuations-in-part thereof, and all United States Letters Patents which may be granted thereon and all reissues, reexaminations and extensions thereof, and all priority rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said improvements in any foreign countries, including but not limited to all ordinaries, divisions, continuations and continuations-in-part thereof, and all patents, including but not limited to, extensions, renewals, substitutes and reissues, granted for said improvements in any foreign countries; and

(ii) any and all claims and demands that ASSIGNORS may have against any firm, person or corporation relating to the PATENT APPLICATION including but not limited to, any claim of infringement or claim of provisional rights, whether heretofore or hereafter accrued, together with the right to retain for ASSIGNEE any and all sums that

ASSIGNEE may obtain or recover as a result of the assertion or enforcement of any such claim or demand; and

ASSIGNORS hereby authorize and requests the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to ASSIGNEE in accordance with the terms of this Assignment:

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

IN TESTIMONY WHEREOF, I hereunto set my hand on the date given below.

Yao-Chung Huang  
Yao-Chung Huang

Date: 4/13/2011