

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
John F. Payne	06/30/2008
RECEIVING PARTY DATA	
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PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	12632693
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Total Attachments: 4 source=079434asgntoPayneF#page1.tif source=079434asgntoPayneF#page2.tif source=079434asgntoPayneF#page3.tif source=079434asgntoPayneF#page4.tif	

CH \$40.00 12632693

PATENT ASSIGNMENT
(UNITED STATES AND CANADA RIGHTS)

WHEREAS, I, John F. Payne ("Assignor"), a citizen of the United States and resident of Ennis, Texas, have invented certain new and useful improvements in inventions for which I have executed and caused to be filed the following patent applications (the "Patent Applications"):

Country	Serial No.	Filing Date	Title	Ref.
United States	11/110,579	April 19, 2005	Fence System	2055.102
United States	11/627,881	January 26, 2007	Modular Crash-Resistant Fence	2055.104
United States	11/669,601	January 31, 2007	Fence System	2055.109
United States	11/669,943	January 31, 2007	Readily Installable Fence System, and Method Therefor	2055.110
United States	11/408,247	April 19, 2006	Gate Latch with Locking Plate	2055.111
United States	12/024,102	January 31, 2008	Fence System	2055.118
United States	60/916,789	May 8, 2007	Bollard Fence Post And Vehicle Barrier Utilizing Same	2055.121
United States	11/745,939	May 8, 2007	Steel Panel Security Barrier	2055.122
Canada	2,593,795	January 9, 2006	Fence System	2055.133
WIPO	PCT/US08/52731	January 31, 2008	Fence System	2055.151
United States	61/037,464	March 18, 2008	Railless Fence System and Method Therefor	2055.153
USA	61/076,973	June 30, 2008	Metal Panel Fence System, And Method Therefor	2055.130
USA	61/076,816	June 30, 2008	Fence System	2055.157
USA	61/076,872	June 30, 2008	Crash Resistant Gate for Fence System and Method Therefor	2055.158
USA	61/076,906	June 30, 2008	Spring-Loaded Cable Barrier System, and Method Therefor	2055.159

WHEREAS, Payne Fence Products, LLC ("Assignee"), a limited liability company organized and existing under the laws of the State of Delaware and having its principal office and place of business in the City of Ennis, State of Texas, wishes to obtain Assignor's rights, title and interest in, to and under the Patent Applications and the inventions represented thereby, subject to the territorial restrictions described in this Patent Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby confirm the sale, assignment, transfer, and conveyance, and hereby sells, assigns, transfers and conveys, unto Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interest in, to and under:

(a) The Patent Applications, including, without limitation, any and all priority rights derived therefrom, any and all inventions disclosed therein, any and all contractual and legal rights pertaining thereto, and any and all provisional applications from which any Patent Applications claim or derive benefit;

(b) Any and all Letters Patent (or the equivalent thereof) and issues thereof that may be granted upon the Patent Applications in any country or countries;

(c) Any and all Letters Patent (or the equivalent thereof) that may be issued in any country or countries upon divisions, utility conversions, reissues, substitutions, continuations, continuations-in-part, and extensions of the Patent Applications; and

(d) Any and all Letters Patent (or the equivalent thereof) that may be granted in any country or countries for the inventions disclosed in the Patent Applications

(collectively, the "Patent Rights"); BUT ONLY TO THE EXTENT the Patent Rights relate to, manifest themselves in, pertain to, or are applicable to the United States of America and the Commonwealth of Canada (collectively, the "Territory"). Assignor expressly retains, reserves unto itself and refrains from assigning to Assignee any rights, title or interest in the Patent Rights that relate to, manifest themselves in, pertain to, or are applicable to any and all locations in the world other than the Territory.

Assignor hereby authorizes and directs the Commissioner for Patents at the United States Patent and Trademark Office, and his or her counterparts in other jurisdictions within the Territory, to issue all patents for said inventions, insofar as Assignor's interest is concerned, to Assignee.

Assignor also hereby assigns to Assignee, its successors, assigns and legal representatives, all of Assignor's rights, title and interest within the Territory in, to and under the inventions disclosed in the Patent Applications, including without limitation all rights to file applications and obtain patents in its own name within the Territory, all rights to utility models, industrial models and designs for said inventions located within the Territory, all rights of priority within the Territory, all rights to publish cautionary notices within the Territory reserving ownership of said inventions, all rights to sue for and collect damages for past infringement within the Territory, and all rights to register said inventions in appropriate registries within the Territory.

Assignor further agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits, and any other papers necessary to perfect such interest in Assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees that it will communicate to Assignee, its successors, assigns and legal representatives, any facts known to Assignor respecting any improvements in said inventions. At the expense of Assignee, Assignor agrees to testify in any legal proceedings; sign all lawful papers; execute all said non-provisional, divisional, continuation, continuation-in-

part, reissue, and substitute applications; make all lawful oaths; and generally do everything possible to vest title in Assignee and to aid Assignee, its successors, assigns and legal representatives in obtaining and enforcing proper protection for said inventions in the Territory.

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IN TESTIMONY WHEREOF, I, John F. Payne, have hereunto set my hand this 30th day of June, 2008.



Signature