

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Bar-B-Q-, Inc.	06/13/2013
RECEIVING PARTY DATA	
Name:	Ferrellgas Real Estate, Inc.
Street Address:	One Liberty Plaza
City:	Liberty
State/Country:	MISSOURI
Postal Code:	64068
PROPERTY NUMBERS Total: 166	
Property Type	Number
Patent Number:	D495923
Patent Number:	D551531
Patent Number:	D631106
Patent Number:	D623696
Patent Number:	D619751
Patent Number:	D593315
Patent Number:	D540415
Patent Number:	D621668
Patent Number:	D624772
Patent Number:	D620296
Patent Number:	D543419
Patent Number:	D524110
Patent Number:	D467134
Patent Number:	D440128
Patent Number:	D600542

CH \$6640.00 D495923

Patent Number:	D632141
Patent Number:	D598719
Patent Number:	D621217
Patent Number:	D618957
Patent Number:	D620307
Patent Number:	D618043
Patent Number:	D615815
Patent Number:	D614003
Patent Number:	D608146
Patent Number:	D604556
Patent Number:	D564286
Patent Number:	D560967
Patent Number:	D558519
Patent Number:	D564759
Patent Number:	D557071
Patent Number:	D510510
Patent Number:	D416165
Patent Number:	D513947
Patent Number:	D474646
Patent Number:	D512885
Patent Number:	D468593
Patent Number:	D470730
Patent Number:	D461378
Patent Number:	D427858
Patent Number:	D474370
Patent Number:	D463952
Patent Number:	D456207
Patent Number:	D426429
Patent Number:	D601849
Patent Number:	D679956
Patent Number:	D589705
Patent Number:	D563677
Patent Number:	D557901
Patent Number:	D521375
Patent Number:	D456614

	D588867
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Patent Number:	D546620
Patent Number:	D545122
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Patent Number:	D535145
Patent Number:	D621655
Patent Number:	D535147
Patent Number:	D534001
Patent Number:	D465336
Patent Number:	D456615
Patent Number:	D622542
Patent Number:	D618499
Patent Number:	D588868
Patent Number:	D579269
Patent Number:	D574184
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Patent Number:	D572079
Patent Number:	D569174
Patent Number:	D566460
Patent Number:	D580659
Patent Number:	D563675
Patent Number:	D544714
Patent Number:	D661906
Patent Number:	D654272
Patent Number:	D616204
Patent Number:	D564292
Patent Number:	D562064
Patent Number:	D562062
Patent Number:	D550504
Patent Number:	D545121
Patent Number:	D545120
Patent Number:	D544750
Patent Number:	D533397

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Patent Number:	D529335
Patent Number:	D529333
Patent Number:	D528857
Patent Number:	D513926
Patent Number:	D496558
Patent Number:	D494807
Patent Number:	D494006
Patent Number:	D679961
Patent Number:	D579668
Patent Number:	D562009
Patent Number:	D557021
Patent Number:	D502323
Patent Number:	D482569
Patent Number:	D482566
Patent Number:	D476525
Patent Number:	D474644
Patent Number:	D682018
Patent Number:	D672214
Patent Number:	D638697
Patent Number:	D648983
Patent Number:	D640501
Patent Number:	D643247
Patent Number:	D662368
Patent Number:	D648175
Patent Number:	D650632
Patent Number:	D669745
Patent Number:	D680389
Patent Number:	D652594
Patent Number:	D651484
Patent Number:	D652629
Patent Number:	D646140
Patent Number:	D655511
Patent Number:	D655540
Patent Number:	D655541

	D657619
Patent Number:	D658432
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Patent Number:	D658434
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Patent Number:	D658894
Patent Number:	D658936
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Patent Number:	D660141
Patent Number:	D663125
Patent Number:	D663159
Patent Number:	D663531
Patent Number:	D664398
Patent Number:	D665178
Patent Number:	D665236
Patent Number:	D666062
Patent Number:	D666447
Patent Number:	D667707
Patent Number:	D668506
Patent Number:	D678005
Patent Number:	D679963
Patent Number:	D632088
Patent Number:	D572012
Patent Number:	D561477
Patent Number:	D532609
Patent Number:	D470985
Patent Number:	6474224
Patent Number:	6049935
Patent Number:	6510785
Patent Number:	7503267
Patent Number:	7669523
Patent Number:	8418604
Application Number:	29447853
Application Number:	29447846
Application Number:	29446887

	29436124
Application Number:	29436129
Application Number:	29435669
Application Number:	29435573
Application Number:	29435675
Application Number:	29429769
Application Number:	29429770
Application Number:	29420343
Application Number:	29416105
Application Number:	29396910
Application Number:	12903613

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: docket@cdfslaw.com, sschlie@cdfslaw.com

Correspondent Name: Sarah Schlie

Address Line 1: 445 Broad Hollow Road

Address Line 2: Suite 420

Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	1881-98
NAME OF SUBMITTER:	Sarah Schlie
Signature:	/Sarah Schlie/
Date:	07/09/2013

Total Attachments: 8

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ASSIGNMENT

WHEREAS, Mr. Bar-B-Q-, Inc., a corporation organized under and pursuant to the laws of having its principal place of business at 445 Winding Road, Old Bethpage, New York 11804 (hereinafter referred to as Assignor), is the sole and exclusive owner, by assignment, of the patents and patent applications listed in Schedule A attached hereto and incorporated herein; and

WHEREAS, Ferrellgas Real Estate, Inc., a Delaware corporation having its principal place of business at One Liberty Plaza, Liberty, MO 64068 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions and patents and patent applications listed in Schedule A.

WHEREAS, Assignor hereby conveys and assigns to the Assignee, and the successors, assigns and legal representatives of the Assignee, and Assignee hereby accepts from Assignor, Assignor's entire right, title and interest in and to said patents and patent applications listed in Schedule A, including the right to sue for present, past and future infringement, in the United States, its territorial possessions, and in all foreign countries, including all treaty and convention rights in and to said patents and patent applications listed in Schedule A.

WHEREAS, Assignor represents and warrants to Assignee that:

- (a) Assignor has the right, power and authority to enter into this Assignment;
 - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in said patents and patent applications listed in Schedule A;
 - (c) The patents and patent applications listed in Schedule A are free of any liens, security interests, encumbrances or licenses;
 - (d) There are no claims, pending or threatened, with respect to Assignor's rights in said patents and patent applications listed in Schedule A;
 - (e) This Assignment is valid, binding and enforceable in accordance with its terms;
- and
- (f) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign, sell and transfer unto the Assignee, all of its right, title and interest in and to said patents and patent applications listed in Schedule A in the United States and all jurisdictions outside the United States (including, all divisional, continuation, continuation-in-part, substitute, renewal, reissue, re-examinations, and all other applications for patent which have been or shall be filed in the United States, including all provisional and non-provisional applications, and all foreign countries relating to such patents and patent applications; all original and reissued or re-examined patents which have been or shall be issued in the United States and all foreign countries for such patents and patent applications; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on the patents and patent applications, and any priority right that may arise from said patents and patent applications listed in Schedule A), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. Assignor authorizes the Commissioner of Patents of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer ownership of the patents and patent applications set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's entire right, title and interest in and to said patents and patent applications listed in Schedule A.

This assignment by Assignor to Assignee of its entire right, title and interest in and to said patents and patent applications listed in Schedule A, shall be effective as of the date hereof.

This Agreement shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of law thereof.

This Assignment contains the entire understanding between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral assignments, representations or warranties between them respecting the subject matter hereof.

This Assignment may be amended only by a writing signed by both parties.

If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.

Mr. Bar-B-Q-, Inc.

Signature: _____

Name: MARC ZENEK

Type or print the name of the person authorized to sign on behalf of ASSIGNOR

Date: 6-13-13

Title: PRESIDENT

WITNESS:

Signature: _____

Date: _____

Location: _____

ACCEPTED:

Ferrellgas Real Estate, Inc.

Signature: _____

Name: MARC ZENEK

Type or print the name of the person authorized to sign on behalf of ASSIGNOR

Date: 6-13-13

Title: PRESIDENT

WITNESS:

Signature: _____

Date: _____

Location: _____

SCHEDULE A

U.S. Design Patents

D495923	D588867	D482569
D551531	D564291	D482566
D631106	D564290	D476525
D623696	D546620	D474644
D619751	D545122	D682018
D593315	D535853	D672214
D540415	D535145	D638697
D621668	D621655	D648983
D624772	D535147	D640501
D620296	D534001	D643247
D543419	D465336	D662368
D524110	D456615	D648175
D467134	D622542	D650632
D440128	D618499	D456614
D600542	D588868	D680389
D632141	D579269	D652594
D598719	D574184	D651484
D621217	D572080	D652629
D618957	D572079	D646140
D620307	D569174	D655511
D618043	D566460	D655540
D615815	D580659	D655541
D614003	D563675	D657619
D608146	D544714	D658432
D604556	D661906	D658433
D564286	D654272	D658434
D560967	D669745	D658937
D558519	D616204	D658894
D564759	D564292	D658936
D557071	D562064	D659925
D510510	D562062	D660141
D416165	D550504	D663125
D513947	D545121	D663159
D474646	D545120	D663531
D512885	D544750	D664398
D468593	D533397	D665178
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D461378	D529335	D666062
D427858	D529333	D666447
D474370	D528857	D667707
D463952	D513926	D668506
D456207	D496558	D678005

D426429	D494807	D679963
D601849	D494006	D632088
D679956	D679961	D572012
D589705	D579668	D561477
D563677	D562009	D532609
D557901	D557021	D470985
D521375	D502323	

U.S. Utility Patents

6474224
6049935
6510785
7503267
7669523
8418604

U.S. Pending Patent Applications

29/447853
29/447846
29/446887
29/436124
29/436129
29/435669
29/435573
29/435675
29/429769
29/429770
29/420343
29/416105
29/396910
12/903613

Foreign Patents

<u>Country</u>	<u>Patent No.</u>
Canada	129360
Canada	129359
Canada	129265
Canada	132466
Canada	132782
Canada	133314
Canada	131038
Canada	132597
Canada	133313
Canada	135057
Canada	135056
Canada	135830
Canada	136245
Canada	136941
Canada	137328
Canada	137748
Canada	137694
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Canada	134961
Canada	137736
Canada	141144
Canada	127447