

08-10-2000

FORM PTO-1594

(Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Tab settings

7.17.00

To the Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Raymond S. Mattucci
Dennis Hays
Chris Oplinger

- Individuals, Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: August 27, 1998

2. Name and address of receiving party(ies)

Name: Mr. Heater, Inc.

Street Address: 2685 East 79 Street

City: Cleveland State: OH ZIP: 44106-1660

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Ohio, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or Registration number(s):

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

1,846,849 registered July 26, 1994

Additional numbers attached? Yes No

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

Name: John W. McIlvaine

Internal Address: Webb Ziesenheim Logsdon

Orkin & Hanson, P.C.

Street Address: 700 Koppers Building

436 Seventh Avenue

City: Pittsburgh State: PA ZIP: 15219-1618

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

John W. McIlvaine, Reg. #34,219

Name of Person Signing

Signature

July 14, 2000

Date

Total 40.00 pages including cover sheet, attachments and document

11

Mail documents to be recorded with required cover sheet information to: U.S. Patent and Trademark Office, Office of Public Records Crystal Gateway 4, Room 335, Washington, D.C. 20231

TRADEMARK REEL: 002118 FRAME: 0399

THE BUCK HUSTLER
ASSIGNMENT OF PATENT

THIS AGREEMENT, made and entered into this 27TH day of August, 1998, by and among RAYMOND S. MATTUCCI, DENNIS HAYS and CHRIS OPLINGER, all adult individuals (hereinafter jointly referred to as the "Assignor"),

AND

MR. HEATER, INC., an Ohio Corporation, with its principal place of business located at 2685 East 79th Street, Cleveland, Ohio 44106-1660 (hereinafter referred to as "Assignee").

I. **PREAMBLE.**

A. Preamble.

The Assignor has developed a product known as the Buck Hustler, an invention that involves attraction by scent, and more particularly, is a device for dispensing animal scent in an outdoor area to attract animals in a hunting setting. During the development of the Buck Hustler, the Assignor applied for and did obtain on their individual names a U.S. Patent on the Buck Hustler Scent Dispenser, U.S. Patent No. 5,359,801 (the "Buck Hustler") and has applied for a patent in Canada, which patent is pending, and further has applied for trademark protection for the trademarks and trade names pertaining to the Buck Hustler to be used for the mark on the packaging and boxes containing the Buck Hustler and in marketing and advertising materials pertaining to the Buck Hustler. All patent and trademark rights in the Buck Hustler are and shall be assigned to Mr. Heater, Inc., an Ohio Corporation. The Assignor is the sole owner of the patents and trademarks pertaining to the Buck Hustler which have gained and will continue to gain public acceptance and goodwill. This Assignment Agreement (the "Agreement") is entered into by the parties hereto for the sole purpose of granting and conveying all rights and interest in

said patent and trademark to the Assignor and Assignee shall manufacture or contract to manufacture, market, advertise and sell the Buck Hustler, including wholesale and retail sales. The Assignee shall be the sole distributor of the Buck Hustler, whether for wholesale or retail sales.

B. Acknowledgments.

The parties to this Agreement acknowledge that they have read this Agreement and that they understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain the standards of quality and service and the uniformity of those standards in the manufacturing, marketing and distribution of the Buck Hustler, and to protect and preserve the goodwill of the trademarks and trade names related thereto. Each party to the Agreement acknowledges that they/it have/has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that it involves business risks and that the success of this venture is largely dependent upon the business abilities of the parties to this Agreement. The Assignor expressly disclaims the making of, and the Assignee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential or probable revenues, profits or success of the business venture contemplated by this Agreement. The parties hereto acknowledge that any statements regarding the potential or probable revenues or profits of this business venture have no impact on the decision of any party hereto to enter into this Agreement. The parties hereto further acknowledge that they have no knowledge of any representations or promises relating to the patent that are contrary to the terms that are hereby specified. The parties hereto further acknowledge and represent that as an inducement to participation under this Agreement, no party

hereto has made, relied on or received any representations regarding the subject matter of this Agreement.

C. Assignment of Rights.

The Assignor for good and valuable consideration, receipt of which is hereby acknowledged hereby sells, grants, conveys, transfers, assigns and vest in Assignee all of Assignor's right, title and interest, legal or equitable, in and to the following for its own use and for its legal representatives and assigns, to the full end of the term for which said patent is granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made:

a.) All of Assignor's interest in trademarks, trade name, service marks and patent, all registrations and licenses relating to the "Buck Hustler" and/or Wildlife Resources, Inc.

b.) U.S. Patent No. 5,359,801 for a scent dispenser.

c.) The scent dispenser patent applied for in Canada.

d.) Any and all additional patents, rights, trademarks covering modifications or improvements in the Buck Hustler or its components or methods of production.

For purposes of this Agreement, the patent, trademarks, rights and registrations being assigned are for the:

a.) Buck Hustler;

b.) Large Scent Cup Accessory; and

c.) One Multiple Scent Cup Accessory.

This Agreement of Assignment is in no way intended to nor does it serve as a bar or prohibition to Assignors either individually or in concert from developing, manufacturing, marketing, producing, creating patents, trademarks or registration for accessory items to be used with the Buck Hustler.

II. DEVELOPMENT OF BUSINESS.

A. Development Obligations.

As part of the consideration for this Assignment, Assignee shall utilize its best efforts in marketing, advertising, manufacturing and selling said Buck Hustler.

B. Limitation of Liability.

The Assignee shall diligently apply skill and judgment to the development, manufacturing, marketing and distribution and sale of the Buck Hustler.

The Assignor shall not be liable to the Assignee for the performance, or the failure of performance, by any professional consultant, contractor, or material, for the construction, means, methods, techniques, sequences or procedures employed by any contractor or vendor in the performance of any contract on behalf of the Assignee.

III. PATENTS AND MARKS.

A. Ownership and Goodwill of Patents and Marks.

The Assignor acknowledges that they are assigning the patent, marks, rights, and registration and Assignor's rights to use the patent and marks and registration of the Buck Hustler to the Assignee.

B. Use of Patents or Marks.

The Assignee agrees to not use or utilize the patents or trademarks, or registrations or any modified form thereof, in connection with the manufacture, marketing, distribution or sale of any unauthorized products or services or in any other form not expressly authorized in this Agreement. In addition, the Assignee further agrees to execute any and all instruments and documents, render such assistance and do such other acts and things as may, in the opinion of the competent patent and trademark counsel, as may be necessary or advisable to protect and maintain said patent, marks, or registration in any litigation, or in any patent and trademark office proceeding or other proceeding or otherwise to protect and maintain said patent, marks or registrations.

IV. ROYALTY FEES

A. As part of the consideration of this Agreement, the Assignee agrees to pay to the Assignor a total royalty fee of 11.4% of the net selling price it receives for each product which is sold or otherwise disposed of under this Assignment Agreement. Payment shall be made directly to the individuals constituting the Assignors as follows:

[REDACTED]

Assignee will pay to Assignor quarterly the cumulative royalty received in U.S. dollars less receivable holdbacks as defined herein together with a report of monies received for each quarter. Holdbacks shall be defined as products returned for any reason. Assignee will adjust the royalty payments annually to reflect holdbacks.

The obligation to pay royalties shall terminate upon the patent's expiration or upon the disclaimer or cancellation or final holding of invalidity of all claims of such licensed patent applicable to the Buck Hustler. Upon such termination, any monies due Assignors shall be immediately paid to Assignor.

The phrase "net selling price" in respect to assigned product sold means the monies received by Assignee for the product. Where Buck Hustler is not sold but otherwise disposed of there shall be no royalties. Where such product is sold directly to the public by Assignee, the net selling price is the actual retail selling price charged by Assignee.

In order to assure to Assignor the full royalty payments contemplated in this Agreement, Assignee agrees that in the event any product (Buck Hustler) shall be sold for resale either (1) to a corporation, firm or association which, or individual who, owns a controlling interest in Assignee by stock ownership or otherwise, or (2) to a corporation, firm, or association in which Assignee or its directors own a controlling interest by stock ownership or otherwise, the royalties to be paid in respect to such Buck Hustler product shall be computed upon net selling price at which the purchaser for resale sells such product rather than upon the net selling price of Assignee.

Assignee will make written reports to Assignor quarterly, of each year during the term of this Agreement, stating in each such report (1) the net funds received for the Buck Hustler product sold or otherwise disposed of during the preceding three months. Simultaneously with each report Assignee will pay to Assignor the royalty in U.S. dollars shown by such report to be due and payable, calculated at the exchange rate at the time the funds were received. Assignee agrees to keep true and accurate records and books showing the sale of the product Buck Hustler

in sufficient detail to enable the royalties payable hereunder to be determined. Assignee agrees to permit such books and records to be examined by an independent auditor chosen by and paid for by Assignor and approved by Assignee during normal business hours and only to the extent necessary to verify the validity of such report and royalty payment as provided for in this Agreement. Assignee agrees that approval of the independent auditor will not be withheld unreasonably.

It is hereby agreed that in the event of any dispute between Assignor and the Assignee about the amount due to Assignor hereunder, the Assignee shall pay such sums as are not in dispute and shall pay the remainder as soon as the amount has been agreed with Assignor or determined by award or decision no longer subject to appeal.

V. TERMINATION.

In the event Assignee in its sole opinion has no need or use for the patent transferred hereunder it will return the same at no cost to Assignor, upon Assignor's request.

VI. MISCELLANEOUS.

A. Relationship Between Parties.

It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between the parties and that the parties are independent contractors between themselves and that nothing in this Agreement is intended to make either party a general or special agent, joint venture, partner or employee of the other for any purpose. No party to this Agreement shall make any express or implied agreement, warranty or representation or incur any debt, in the name of or on behalf of any other party, or represent that the relationship created by this Agreement is other than that of a Assignor and Assignee.

B. Assembly of Buck Hustler.

The Assignee shall have the sole and exclusive right to manufacture, contract to manufacture, market and sell the Buck Hustler throughout the United States, Canada as well as world wide until the expiration of the licensed patent.

As part of the consideration for this Agreement, Assignor covenants and agrees not to compete with Assignee to manufacture, contract to manufacture, market and sell the Buck Hustler or similar product during the term of this Agreement which term is until the expiration of the Buck Hustler patent.

C. Patent Fees.

The Assignee shall be responsible for paying all maintenance fees, costs and expenses necessary to prevent said patent from expiring and to insure the patent's viability until its expiration.

D. Binding Effect.

This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, permitted assigns and successors, and may not, except as hereinafter provided, be modified except by the written agreement of all parties.

E. Injunctive Relief.

Nothing contained in this Agreement will bar any party to this Agreement from obtaining a temporary restraining order or permanent injunctive relief against any threatened or actual conduct that will cause loss or damage to any party to this Agreement.

F. Governing Law.

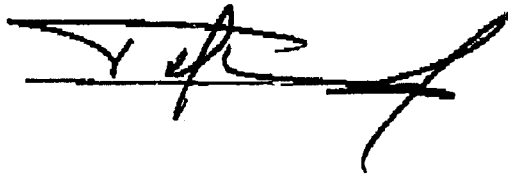
The parties hereto agree, except to the extent governed by the Patent Act of 1952 or the United States Trademark Act of 1946, or other Federal law, that this Agreement any dispute arising hereunder, shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

G. Tax Reporting.

Assignee shall cause to be issued IRS Form 1099-Miso specifically reflecting any payments herein as royalty payments.

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement intending to be legally bound hereby, on the date and year first above written.

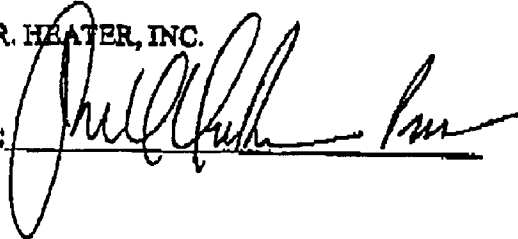
WITNESS:



Assignee:

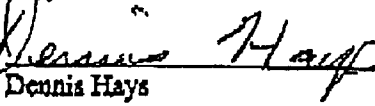
MR. HEATER, INC.

By:

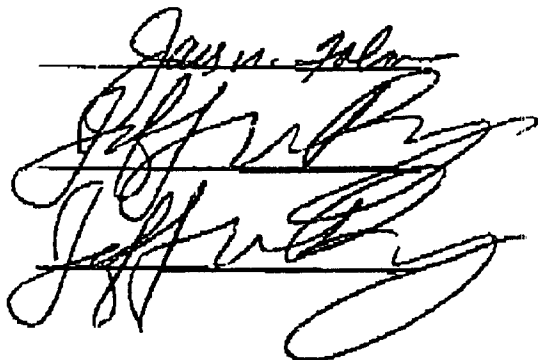


Assignor:


Raymond S. Mattucci


Dennis Hays

→ PER ATTACHED
Chris Oplinger



CL21101_1a

IN WITNESS WHEREOF, the parties hereto have executed, sealed and delivered this Agreement intending to be legally bound hereby, on the date and year first above written.

ATTEST:

Secretary

Assignee:

MR. HEATER, INC.



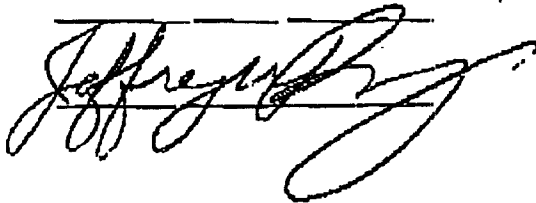
John D. DuRoss, Jr.
President

WITNESSES:

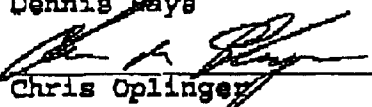
Assignor:

Raymond S. Mattucci

8-27-98



Dennis Rays



Chris Oplinger

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NOTE —

PER PRIOR ARRANGEMENT OF MR. OPLINGER WITH MR. BURZULLA, HIS AUTHORIZATION PER HIS SIGNATURE IS INCLUDED AS IF SIGN OF pg 9 HEREIN-BEFORE

