

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nicholas Hammerling		09/24/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Safe-Sac LLC
Street Address:	4275 Glass Factory Road
City:	Geneva
State/Country:	NEW YORK
Postal Code:	14456
Entity Type:	Limited Liability Corporation: NEW YORK

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	78334408	SOFT-SAC
Serial Number:	78315711	SAFE-SAC

CORRESPONDENCE DATA	
Fax Number:	(585)454-6364
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	585.454.2250
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Correspondent Name:	Thomas R. FitzGerald, Esq.
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ATTORNEY DOCKET NUMBER:	20037.100, 110, 200
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NAME OF SUBMITTER:	Penny Clements
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Total Attachments: 2 source=assign#page1.tif source=assign#page2.tif
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OP \$65.00 78334408

SAFE-SAC, LLC

Assignment

As a below named inventor or joint inventor of the invention(s) or improvement(s) entitled:

SOFT-SAC

(U.S. Trademark Serial No. 78/334,408 filed December 1, 2003)

SAFE-SAC

(U.S. Trademark Serial No. 78315,711 filed October 20, 2003)

SHOPPING CART ASSEMBLY

(U.S. Provisional Patent Application Serial No. 60/.551,445 filed October 15, 2003)

for which I have executed an application for Letters Patent and Certificate of Trademark Registration of the United States of America and, on an even date herewith; and

WHEREAS, Safe-Sac, LLC, a limited liability corporation, having its principal office and place of business at 4275 Glass Factory Bay in the City of Geneva, New York, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned, transferred, and set over, and by these presents do hereby sell, assign, transfer and set over, unto said Safe-Sac, LLC, its successors, legal representatives, and assigns, my entire right, title and interest in, to, and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuation applications thereof, and all Certificates of Trademark Registration and Letters Patent of the United States of America which may be granted thereof and all reissues and extensions hereof, and all applications for Certificates of Trademark Registration and Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, including all rights of priority, all rights to publish cautionary notices reserving ownership of said invention, all rights to register said invention in appropriate registries, and all Certificates of Trademark Registration and Letters Patent which may be granted for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and I hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Certificates of Trademark Registration and Letters Patent for said invention to said Safe-Sac, LLC, its successors, legal representatives, and assigns, in accordance with the terms of this instrument.


And I hereby covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

Docket:
20037.000010

And I hereby further covenant and agree that I will communicate to said Safe-Sac, LLC, its successors, legal representatives, and assigns, any fact known to me respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisions, renewal, substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid said Safe-Sac, LLC, its successors, legal representatives, and assigns, to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, I authorize and affirm said assignments with the signature set forth below on the indicated date.

Inventor:



Nicholas Hammerling

Sept 29, 2004

Date