

US 93)  
AG No. 0651-011 (exp. 4/94)

11-16-1998



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To the Honorable Commissioner of I

attached original documents or copy thereof.

1. Name of conveying party(ies):

BUCKNER, INC.

- Individual(s)
- General Partnership
- Corporation-State CALIFORNIA
- Other

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

3. Nature of conveyance:

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

Execution Date: \_\_\_\_\_

Name and address of receiving party(ies)

Name: HUNTER INDUSTRIES INCORPORATED

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

Street Address: 1940 DIAMOND STREET

City: SAN MARCOS State: CA ZIP: 92069

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- 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 patent number(s):

A. Trademark Application No.(s)	INTERNATIONAL CLASS
SERIAL NOS. 75/278,119	11
75/278,120	11

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: GEORGE P. SHENAS, ESQ.

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

Street Address: 600 WEST BROADWAY, SUITE 2840

City: SAN DIEGO State: CA ZIP: 92101

11/13/1998 INQUIRY 00000080 75278119

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

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.

George P. Shenass  
Name of Person Signing

Signature

11/3/98  
Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT AGREEMENT FOR TRADEMARKS

THIS ASSIGNMENT AGREEMENT FOR TRADEMARKS (the "Agreement"), is made as of the 28 day of October, 1998, by and between BUCKNER, INC., a California corporation ("Seller") and HUNTER INDUSTRIES INCORPORATED, a Delaware corporation ("Buyer");

WHEREAS, Seller is the owner of Trademarks relating to the design, manufacture and sale of the Legacy Golf Irrigation products and any and all good will associated therewith, listed on Schedule 1.1.6 ("Trademarks and Trade Names");

WHEREAS, Seller has agreed to sell and Buyer has agreed to buy said Trademarks and Trade Names.

NOW, THEREFORE, for good and valuable consideration paid by Buyer to Seller, the receipt and sufficiency of which is hereby acknowledged.

1. Seller hereby sells, assigns, transfers and sets over to Buyer its Trademarks and Trade Names, and pending applications therefor, listed in attached Schedule 1.1.6, together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use of said Trademarks and Trade Names, with the right to sue for, and collect the same for its own use and benefit.

2. Said sale, transfer and assignment includes all of the goodwill of the business of Seller associated with and symbolized by said Trademarks and Trade Names.

3. Seller agrees to execute and deliver all instruments and documents and to do all other reasonable acts appropriate to perfect in Buyer clear title to the Trademarks and Trade Names and the rights transferred hereunder.

4. In order to enable Buyer to enforce the rights assigned to it hereunder, Seller hereby assigns to Buyer the right to sue for injunctive relief and monetary damages and to recover attorneys' fees for its own account and benefit and with no right of accounting to the Seller. Seller agrees to cooperate with Buyer in any such action, at Buyer's expense. Buyer is authorized to communicate with the United States Office of Patents and Trademarks and the United States Office of Patents and Trademarks is authorized to receive and act upon all instructions, communications, correspondence and other information sent or provided by Buyer to the same extent as if this assignment had not been made and such item had been received from Seller.

IN TESTIMONY WHEREOF, the undersigned has caused this Assignment to be signed and executed by the undersigned officer thereunto duly authorized this 28 day of October, 1998.

BUCKNER, INC.

By: Gerald V. Lyles  
Gerald V. Lyles, President

Acknowledged and agreed by:

HUNTER INDUSTRIES INCORPORATED

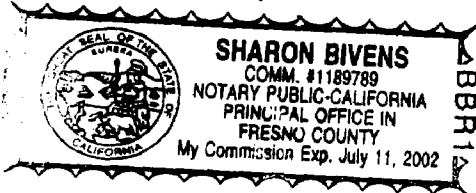
By: Richard E. Hunter  
Its: PRESIDENT

Date: October 28, 1998

STATE OF CALIFORNIA       )  
  ) ss.  
COUNTY OF FRESNO       )

On 10/28/98, 1998, before me, SHARON BIVENS, Notary Public, personally appeared, GERALD V. LYLES & RICHARD E. HUNTER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESSETH my hand and official seal.



Sharon Bivens  
Notary Public

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**SCHEDULE 1.1.6  
TRADEMARKS & TRADE NAMES**

<b><u>Mark:</u></b>	<b><u>Serial No.</u></b>	<b><u>International Class:</u></b>	<b><u>Publication Date:</u></b>
Legacy Logo (Design)/ Miscellaneous Design	75/278,119	11	September 29, 1998
Legacy Golf Irrigation	75/278,120	11	October 13, 1998