

05-19-1998

COVER SHEET U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner

100714311

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Monitor Manufacturing, Inc.
a Delaware corporation

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: May 1, 1998

2. Name and address of receiving party(ies)

Name: Monitor Technologies LLC
an Illinois limited liability company
Internal Address:

Street Address: 44W320 Keslinger Road

City: Elburn State: IL ZIP: 60119

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

4,008,613 4,318,624 4,580,789
4,237,517 4,449,644 4,914,377
4,262,854 4,551,663

Additional numbers attached? ☐ Yes ☒ No

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

Name: Francois N. Palmatier

Internal Address: PALMATIER & ZUMMER

Street Address: 135 South LaSalle Street

Suite 2106

City: Chicago State: IL ZIP: 60603

6. Total number of applications and patents involved:

8

7. Total fee (37 CFR 3.41).....\$ 320.00

☒ 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

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.

Francois N. Palmatier

Name of Person Signing

Signature

1 May 1998

Date

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

5

ASSIGNMENT OF PATENTS

Assignment made as of May 1, 1998 by MONITOR MANUFACTURING, INC., of 2345 Waukegan Road, Suite S-200, Bannockburn, Illinois 60015, herein referred to as "Assignor" to MONITOR TECHNOLOGIES LLC, an Illinois limited liability company, of 44W320 Keslinger Road, Elburn, Illinois 60119, herein referred to as "Assignee."

RECITALS:

1. The Assignor is now the sole and exclusive owner of the following patents ("the Patents"):

PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title of Invention</u>
4,008,613	February 22, 1977 Expired 02/22/94	Donald M. Myers	Vibratory Bin Level Indicators
4,237,517	December 2, 1980 Expired 12/02/97	Donald M. Myers	Motion Monitoring Apparatus
4,262,854	April 21, 1981 Expired 04/21/98	Richard G. Jett	Level Winding Reel Mechanism for a Bin Level Indicator
4,318,624	March 9, 1982 Appl'n No. 180,631, Filed 08/25/80 Not subject to maintenance fees Expires 03/09/99	Richard G. Jett	Slip Clutch for a Bin Level Indicator
4,449,644	May 22, 1984 Appl'n No. 274,737, Filed 06/18/81 Patent expired 05/22/96 because payment of 11.5-year maintenance fee was withheld per T. Stobbe	Carl G. Matson	Blast Aerator for Fluidizing Granular Material
4,551,663	Nov. 5, 1985 Appl'n No. 636,545, Filed 08/01/84 Patent expired on 11/05/89 because payment of 3.5-yr maintenance fee was withheld per T. Stobbe	George E. Gruber	Level Control Device
4,580,789	April 8, 1986 Appl'n No. 663,990, Filed 10/23/84 Patent expired on 04/08/94 because payment of 7.5-yr maintenance fee was withheld per T. Stobbe	Richard G. Jett	Shaft Seal Construction for Bin Level Indicators

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title of Invention</u>
4,914,377	April 3, 1990 Appl'n No. 07/236,639, Filed 08/23/88 Patent expired 04/03/94 because payment of 3.5-yr maintenance fee was withheld per T. Stobbe	Craig A. Russell	Radio Frequency Capacitance Probe System for Material Detection

2. Assignee is desirous of acquiring all title, right and interest in the Patents and applications for letters patent and inventions.

A. Assignment. In consideration of \$1.00 and other considerations, the receipt whereof is acknowledged, the Assignor assigns to the Assignee all right, title and interest in and to the Patents and the inventions described and claimed therein, any future inventions and improvements related in whole or in part thereto, and any divisionals, continuations, continuations-in-part, reissues, re-examinations thereof, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term of any patents that may be granted, reissued or re-examined, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all claims for damages by reason of past infringement of any patent which may be granted, reissued or reexamined, with the right to sue for and collect the same for its own use, and for the use of its successors, assign or other legal representatives. Assignor intends to include by this assignment all of Assignor's rights to the documents in the possession of and work product through the date hereof of Assignor's patent counsel Palmatier & Zummer, 135 South LaSalle Street, Suite 2106, Chicago, Illinois 60603-4402.

B. Authorization and Request. The Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue any and all letters patent of the United States resulting from the above-identified applications and patents, to Assignee as Assignee of the interest herein assigned.

C. Covenant. The Assignor covenants that it has have the full right to convey the interests herein assigned, and that it has not executed and will not execute any agreement to conflict herewith.

D. Foreign Patents. Assignor further assigns unto Assignee the entire right title and interest in and to the invention disclosed in the Patents and any future inventions and improvements related in whole or part thereto, throughout all countries foreign to the United States, and does hereby authorize Assignee to apply for patents therefore in its own name in

countries where such procedure is proper and to claim the benefit of the International Convention and agrees to execute applications for the said inventions in the several countries where it is necessary and the same be executed by Assignor, and to execute assignments of such applications and the patents to be obtained therefore to the Assignee, as well as all other necessary papers.

E. Future Inventions. This assignment shall be deemed to include any future inventions and improvements made by Assignor which are improvements of the inventions which are the subjects of the Patents. Assignor covenants to promptly and fully disclose to Assignee all improvements made to the invention by Assignor that reasonably relate to the assigned patent rights. Assignor further agrees, at the request of Assignee, to prepare and execute applications for patent covering such improvements at the expense of Assignee.

F. Cooperation. The Assignor covenants and agrees that it will at any time on request execute and deliver any and all papers that may be necessary or desirable to perfect the interests conveyed by this Assignment, such documents and papers are prepared at the expense of the Assignee. The Assignor further covenants and agrees that it will at any time upon request and at the expense of Assignee communicate to Assignee any facts relating to the patents or to the inventions or applications for letters patent or the history thereof that are the subject of this Agreement and testify as to the same in any interference or other litigation when requested to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated next to their signature.

ASSIGNOR:

MONITOR MANUFACTURING, INC.

By: Joseph S. Haas 5/1/98
Joseph S. Haas, Vice President Date

ASSIGNEE:

MONITOR TECHNOLOGIES LLC

By: Thomas J. Stobbe 5/1/98
Thomas J. Stobbe, President Date

STATE OF ILLINOIS)
) SS
COUNTY OF)

Before me personally appeared Joseph S. Haas, known to me to be the Vice President of MONITOR MANUFACTURING, INC., a corporation of Delaware, and Thomas J. Stobbe, known to me to be the President of MONITOR TECHNOLOGIES LLC, an Illinois limited liability company, who acknowledged that they signed the above instrument with the authority of and on behalf of said corporation and said limited liability company, respectively, this 15th day of May, 1998.



Kathryn A. Heller
Notary Public