

05-28-1998

FORM PTO-1596 (MODIFIED)  
(REV. 6-93)  
OMB NO. 0651-0011  
P09/REV01



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

APR 06 1998

100721193

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Patent and Trademark Office, Washington, D.C. 20540

1. Name of the conveying party(ies):

Kenneth L. Roberts, Michael d. Luyckx and Steven R. Umbach

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

2. Name and address of receiving party(ies):

Name: BISSELL Inc.

Internal Address:

Street Address: 2345 Walker Avenue, N.W.

City: Grand Rapids State: MI ZIP: 49544

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

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other :

Execution Date: Roberts-1/13/98; Luyckx-1/13/98; Umbach-3/2/98

4. Application number(s) or registration 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)

29/081,675

Additional numbers attached? ☐ Yes ☒ No

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

Name: John E. McGarry

Internal Address: RADER, FISHMAN, GRAUER &amp; MCGARRY

Street Address: 171 Monroe Avenue, NW, Suite 600

City: Grand Rapids, Michigan 49503

6. Total number of applications and patents involved :  
One (1)

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

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number: 18-0013

(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.

John E. McGarry, Reg. No. 22,360

Signature

March 31, 1998

Date

Total number of pages including cover sheet, attachments and document: 4 Atty. Docket No. 71189-910

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PATENT  
REEL: 9185 FRAME: 0724

ASSIGNMENT

**WHEREAS**, KENNETH L. ROBERTS, MICHAEL D. LUYCKX, and STEVEN R. UMBACH, residing, respectively, at 6942 Ravenwood Lane, Rockford, MI 49341; 2452 Lock Creek Way, Bloomfield Hills, Michigan 48304; and 70 N. Peaceful Canyon Circle, The Woodlands TX (hereinafter "Assignors") have invented certain new and useful improvements in a: 77381

DESIGN FOR AN UPRIGHT VACUUM CLEANER UPPER PORTION

for a full description of which reference is here made to an application for Letters Patent of the United States of America executed by Assignors as of the respective dates associated with their respective names herein; and

**WHEREAS**, BISSELL, Inc., a corporation of the State of Michigan, having its principal office and place of business in the City of Grand Rapids, County of Kent, State of Michigan, (hereinafter "Assignee") is desirous of acquiring the entire right, title, and interest in, to, and under said invention and application above-identified, and in, to, and under any Letters Patent that may be obtained for said invention, together with all foreign rights corresponding thereto, as hereinafter more fully set forth.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by Assignors from Assignee is hereby acknowledged, Assignors have agreed to sell, assign, and transfer and by these presents do hereby sell, assign, and transfer unto Assignee the entire right, title, and interest in, to, and under: said invention and application above identified; any Letters Patent of the United States of America that may be obtained in respect thereof; any corresponding applications for Letters Patent and Letters Patent therefor in all other areas of the world; and any reissues, extensions, substitutions, confirmations, divisions, and continuations of any of the foregoing (hereinafter "Invention Rights"), to have and to hold for the sole and exclusive use and benefit of Assignee forever.

Assignors hereby covenant and agree, for themselves and for their respective legal representatives, to assist and cooperate with Assignee in the preparation and prosecution of any applications included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any applications or Letters Patent included within the Invention Rights and further to execute and deliver to Assignee any and all additional papers that may be requested by Assignee for the purpose of implementing the terms of this **ASSIGNMENT**.

Assignors hereby authorize and empower Assignee to invoke and claim for any applications or Letters Patent included within the Invention Rights the benefit of any rights to which Assignors might be entitled under international law or under the laws of any particular country (such as, without limitation, the right of priority provided by the International Convention for the Protection of Industrial Property, as amended) and to invoke and claim such rights without further written or oral authorization from Assignors.

Assignors hereby consent that a copy of this **ASSIGNMENT** shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and more particularly in proof of the right of Assignee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended.

Assignors covenant and agree that this **ASSIGNMENT** and all of the terms hereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignors.

Assignors hereby authorize and request Assignee to fill in the following blanks specifying the United States Serial No. and filing date for said application above identified:

U.S. Serial No. \_\_\_\_\_  
Filed \_\_\_\_\_

but Assignee's failure to do so shall have no bearing whatsoever upon the validity or legal effect of this **ASSIGNMENT**.

PATENT

REEL: 9185 FRAME: 0725

Assignors hereby authorize and request the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office to issue Letters Patent to Assignee in accordance with the terms of this ASSIGNMENT.

IN TESTIMONY WHEREOF, the said Assignors have respectively hereunto set their hands on the dates indicated below.

Dated: 1/13/98 SIGNATURE: Kenneth L. Roberts  
NAME: Kenneth L. Roberts

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF KENT )

On this 13 day of January, 1998, personally appeared before me the above-named Kenneth L. Roberts, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Therese E. Hansen  
Notary Public, Kent County, Michigan  
My commission expires: 3/3/02

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Dated: 1.13.98 SIGNATURE: Michael D. Luyckx  
NAME: Michael D. Luyckx

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Kent )

On this 13 day of January, 1998, personally appeared before me the above-named Michael D. Luyckx, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Therese E. Hansen  
Notary Public, Kent County, Michigan  
My commission expires: 3/3/02

Dated: 5.2.98

SIGNATURE: Steven R. Umbach

NAME: Steven R. Umbach

STATE OF Texas )  
COUNTY OF Montgomery ) ss.

On this 2nd day of March, 1998, personally appeared before me the above-named Steven R Umbach, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth in said instrument.

Notary Public, Lisa Goodman county, Montgomery  
My commission expires: 8-8-2000

