

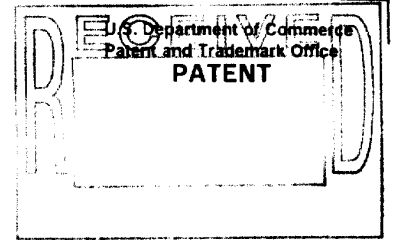
FORM PTO-1619A  
Expires 06/30/99  
OMB 0651-0027

06-01-1998



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**RECORDATION FORM COVER SHEET  
PATENTS ONLY**



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

☒ New

☐ Resubmission (Non-Recordation)  
Document ID#

☐ Correction of PTO Error  
Reel #  Frame #

☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

☒ Assignment ☐ Security Agreement

☐ License ☐ Change of Name

☐ Merger ☐ Other

**U.S. Government**  
(For Use ONLY by U.S. Government Agencies)

☐ Departmental File ☐ Secret File

**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
 02 02 1998

Name (line 1)  Heath Company

Name (line 2)

**Second Party**

Name (line 1)

Name (line 2)

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1)  Heathkit Company, Inc.

Name (line 2)

Address (line 1)  455 Riverview Drive

Address (line 2)

Address (line 3)  Benton Harbor

Michigan

49022

City

State/Country

Zip Code

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name  Adam V. Petravicus

Address (line 1)  Kirkland & Ellis

Address (line 2)  200 East Randolph Drive

Address (line 3)  Chicago, IL. 60601

Address (line 4)

**FOR OFFICE USE ONLY**

06/01/1998 DCDATES 00000063 4582434

01 FC:581  
02 FC:581

40.00 OP  
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20531 1

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Application Number(s) or Patent Number(s)**

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4582434"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="4710137"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

**Patent Cooperation Treaty (PCT)**

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT  PCT  PCT   
PCT  PCT  PCT

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:  
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes ☒ No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

May 14, 1998

Name of Person Signing

Signature

Date

## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT ("Assignment") is made and entered into as of this 2nd day of February, 1998 ("Effective Date"), by and between Heath Company, a Delaware corporation, with its principal office at 2701 Industrial Drive, Bowling Green, Kentucky, 42101, U.S.A. ("Assignor"), and Heathkit Company, Inc., a Delaware corporation, with its principal office at 455 Riverview Drive, Benton Harbor, Michigan 49022, U.S.A. ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Contribution and Assumption Agreement dated as of February 2, 1998 ("Agreement"), pursuant to which Assignor has agreed to sell and contribute all of its businesses, assets and properties relating principally to the Heathkit Business (as defined in the Agreement) including, without limitation, Assignor's entire right, title and interest in, to and under the United States patents and patent applications identified and set forth on Schedules A and B respectively, and the foreign patents and patent applications identified and set forth on Schedule C (the "Patents").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, its entire right, title and interest in and to the Patents for the United States and all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all income, royalties, damages and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages and

payments by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for, and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patents, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications covering the inventions assigned herein; (2) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) in obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 25<sup>TH</sup> day of MARCH, 1998.

HEATH COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HEATHKIT COMPANY, INC.

By: Peter J. Batista

Name: PETER J. BATISTA

Title: President

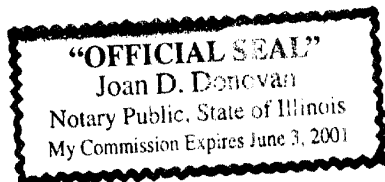
STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 1998, there appeared before me \_\_\_\_\_, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HEATH COMPANY.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>TH</sup> day of MARCH, 1998, there appeared before me PETER J. BATISTA, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HEATHKIT COMPANY, INC.



Joan D. Donovan  
Notary Public

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 29 day of APRIL, 1998.

HEATH COMPANY

By: Edward G. Patrick

Name: EDWARD G. PATRICK

Title: SECRETARY

HEATHKIT COMPANY, INC.

By: Peter J. Battista

Name: PETER J. BATTISTA

Title: First Secretary

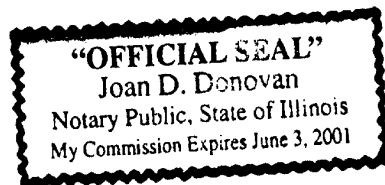
STATE OF Kentucky )  
 ) SS  
COUNTY OF Warren )

On this 29 day of April, 1998, there appeared before me Edward G. Patrick, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HEATH COMPANY.

Debra D. Cartwright McLean  
Notary Public

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 25<sup>TH</sup> day of MARCH, 1998, there appeared before me PETER J. BATTISTA, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of HEATHKIT COMPANY, INC.



Joan D. Donovan  
Notary Public

**SCHEDULE A**

**U.S. PATENTS**

<b>TITLE</b>	<b>PATENT NO.</b>	<b>ISSUE DATE</b>
Time corrected, continuously updated clock	4,582,434	04/15/86
Cable strain relief	4,710,137 Expired	12/01/87