

10-5-98

10-14-1998

NET

To the Honorable Commissioner of Patent



Send original documents or copy thereof.

1. Name of conveying party(ies):

100850500

Name of receiving party(ies):

Wayne E. Gruben  
Peter S. Schulte  
James P. Schwingle

Name: RITE-HITE HOLDING CORPORATION

Internal Address: CORP/FINANCE

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

3. Nature of conveyance:

Street Address: 8900 North Arbon Drive

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

City: Milwaukee State: WI ZIP: 53223

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

Execution Date: 14 May 98

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)

08/690,261

Additional numbers attached?  Yes  No

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

Name: RITE-HITE CORPORATION  
Internal Address: Attention: Matthew C. McNeill  
\_\_\_\_\_  
\_\_\_\_\_

Street Address: 8900 North Arbon Drive  
City: Milwaukee State: WI ZIP: 53223

6. Total number of applications and patents involved: 1

7. Total Fee (37 CFR 3.41) ..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 18-1450

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

10/09/1998 JSHAWAZZ 00000100 181450 08690261

DO NOT USE THIS SPACE

01 FC:581 40.00 CH

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.

Matthew C. McNeill  
Name of Person Signing

*Matthew C. McNeill*  
Signature

29 Sept 98  
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

F:\DORIS\PATFILES\96-005D.REC

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT

REEL: 9497 FRAME: 0021

# ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS, WE, Wayne E. Gruben, of 59 Pamona Drive, Bella Vista, <sup>AK</sup>~~AR~~, 72715, U.S.A., Peter S. Schulte, of 10 Truman Drive, East Dubuque, IL, 61025, U.S.A., James P. Schwingle of 512 South Main Street, Cuba City, WI, 53807, U.S.A., respectively, have invented and own a certain new and useful invention entitled:

## **BREAKAWAY GUIDE ASSEMBLY FOR A ROLLER DOOR**

for which invention we have executed an application for Letters Patent of the United States which was filed on 7/24/96, under Serial No. 08/690,261; and

WHEREAS, **RITE-HITE HOLDING CORPORATION**, a corporation organized and existing under the laws of the State of Wisconsin, and having a principal place of business at 8900 North Arbon Drive, Milwaukee, Wisconsin 53223-0043 (hereinafter referred to as Assignee), is desirous of acquiring the entire domestic and foreign right, title, and interest in and under the invention described in the application for Letters Patent.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:** Be it known that for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, we have assigned and set over, and by this document do assign and set over, to the Assignee and the Assignee's legal representatives, successors and assigns the entire right, title, and interest in and to the invention in the United States and every foreign country, the applications for Letters Patent and other such applications (e.g., continuations, continuations-in-part, divisionals and reissues) in the United States and every foreign country, and the Letters Patents or extensions thereof, both foreign and domestic, that may or shall issue thereon; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue the Letters Patent in the United States to the above-mentioned Assignee agreeably with the terms of this assignment document.

**WE HEREBY AUTHORIZE** the above-mentioned Assignee to insert in this assignment document the filing date and serial number of the application if the date and number are unavailable at the time this document is executed.

**UPON SAID CONSIDERATION**, we convey to the Assignee the right to make application in its own behalf for protection of the invention in countries foreign to the United States and where expedient to claim under the International Convention or other international arrangement for any such application the date of the United States application (or other application if any there be) in priority to other applications.

**WE DO HEREBY COVENANT** and agree with the Assignee that we will not execute any writing or do any act whatsoever conflicting with the terms of this assignment document set forth herein, and that we will at any time upon request, without further or additional consideration, but at the expense of the Assignee, execute such additional assignments and other writings and do such additional acts as the Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making

Letters Patent of the United States or of any and all foreign countries on the invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, and by executing statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunder set our hands on the dates shown below.

Date 14 May 98 Wayne E Gruben  
Wayne E. Gruben

STATE OF Arkansas )  
 ) SS:  
COUNTY OF Benton )

On this 14 day of May, 1998, before me, a Notary Public in and for said county, appeared Wayne E. Gruben, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

{SEAL} Official Seal  
Leona M. Applegate  
Notary Public-Arkansas  
Benton County  
My Comm. Expires Sept 18, 2000

Leona M Applegate  
Notary Public  
My Commission Expires: 9-18-00

Date 6 MAY 1998 Peter S. Schulte  
Peter S. Schulte

STATE OF IOWA )  
 ) SS: 318467583  
COUNTY OF DUBUQUE )

On this 6<sup>TH</sup> day of MAY, 1998, before me, a Notary Public in and for said county, appeared Peter S. Schulte, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

Date 5/6/98 Ellen J. Lovison  
Notary Public  
My Commission Expires: 2/7/2001

Date 6 May 1998

James P. Schwingle  
James P. Schwingle

STATE OF IOWA )

) SS: 318467583

COUNTY OF DUBUQUE )

On this 6<sup>TH</sup> day of MAY, 1998, before me, a Notary Public in and for said county, appeared James P. Schwingle, who is personally known to me to be the same person whose name is subscribed to the foregoing assignment document, and acknowledged that he signed and delivered the document as his free and voluntary act for the uses and purposes therein set forth.

Allen J. Everson  
Notary Public

{SEAL}

My Commission Expires: 2/7/2001