

12-15-1998

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M&G-163.1184US01



HEET

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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>James J. Tarara Glen W. Davidson Steven E. Lentsch</p> <p><i>MLP</i> <i>12-7-98</i></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Ecolab Inc. Ecolab Center St. Paul, Minnesota 55102</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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3. Nature of conveyance:

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other:	

Execution Date: November 20, 1998

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:

<p>A. Patent Application No.(s)</p> <p>U.S. Serial No. 09/182,121 Filed: October 29, 1998</p>	<p>B. Patent No.(s)</p>
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Additional numbers attached? Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Mark DiPietro Address: Merchant, Gould, Smith, Edell, Welter & Schmidt, P.A. 3100 Norwest Center 90 South Seventh Street Minneapolis, MN 55402-4131</p>	<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37 CFR 3.41): \$40.00</p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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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.

<p>Mark DiPietro</p> <hr/> <p>Name of Person Signing</p>	<p><i>Mark DiPietro</i></p> <hr/> <p>Signature</p>	<p><i>2 Dec 98</i></p> <hr/> <p>Date</p>
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Total number of pages including cover sheet, attachments, and document: 4

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12/10/1998 JWR/TMG 0000001 09182121 40.00 00

PATENT

REEL: 9632 FRAME: 0643

ASSIGNMENT

WHEREAS, we, James J. Tarara, residing at 8976 St. Croix Road, Woodbury, Minnesota 55125, Glen W. Davidson, residing at 1780 West County Road C2, Roseville, Minnesota 55113 and Steven E. Lentsch, residing at 21 Orme Court, St. Paul, Minnesota 55116, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on October 29, 1998, application Serial No. 09/182,121 which is entitled HYDRAULIC CONTROL OF DETERGENT CONCENTRATION IN AN AUTOMATIC WAREWASHING MACHINE.

AND WHEREAS, Ecolab Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at Ecolab Center, St. Paul, Minnesota 55102 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

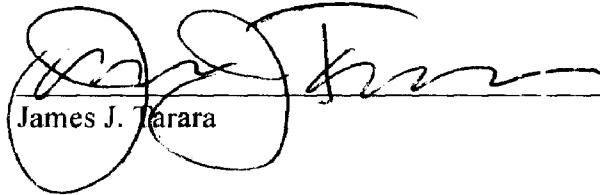
NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and

the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

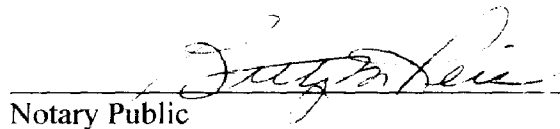
IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of November, 1998.


James J. Tarara

STATE OF Minnesota
COUNTY OF Dakota) ss.

On this 30 day of November, 1998, before me personally appeared James J. Tarara to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.




Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of

November, 1998.

Glen W. Davidson
Glen W. Davidson

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 20 day of November 1998, before me personally appeared Glen W. Davidson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reis
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 20 day of

November, 1998.

Steven E. Lentsch
Steven E. Lentsch

STATE OF Minnesota)
COUNTY OF Dakota) ss.

On this 20 day of November, 1998, before me personally appeared Steven E. Lentsch to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



Betty M. Reis
Notary Public