

02-12-1999

BOX ASSIGNMENTS

DO NOT USE FOR TRADEMARKS



100966057

COVER SHEET  
PATENTS ONLY

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

SIR: PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. NAME OF CONVEYING PARTY(IES) (ASSIGNOR(S)):

1. Myron D. Tupper

2. Bill Gallentine

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED?

YES

☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Latch-Tool Development Co. LLC

ADDRESS: 14760 Cherry Hills Place, Colorado Springs, CO 80921

ADDITIONAL NAME(S) &amp; ADDRESS(ES) ATTACHED?

YES

☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation -- multiple copies of same Assignment signed by different inventors is one document)☐ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST

Effective Date: February 3, 1999

☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION☐ SECURITY ☐ MERGER ☐ OTHER:4. EXECUTION DATE(S) ON THE DECLARATION IF FILED HERewith: (**NOTE:** IF DATES  $\uparrow\downarrow$  DIFFER SEE ATTY!):4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NOA. PAT. APP. NO.(S)  
series code/serial no

M#

1ST INVENTOR  
if not in item 1

B. PATENT NO(S)

M#

1ST INVENTOR  
if not in item 1

			5,836,400	62-314	

5. Name & Address of Party to Whom Correspondence  
Concerning Document Should be Mailed:Edward J. Stemberger  
FARKAS & MANELLI, P.L.L.C.  
2000 M Street, N.W. 7<sup>th</sup> Floor  
Washington, DC 20036-3307

6. NUMBER INVOLVED:

APPLNS    + PATS: 1 = TOTAL 17. AMOUNT OF FEE ENCLOSED: (Code 581).....  
ABOVE TOTAL X \$40 = \$ 40

5.5 ATTY DKT:

62-314

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE  
INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 50-0687

UNDER ORDER NO:

62-314

MATTER NO.

CLIENT REF.

dup. sheet not required

CLIENT/MATTER

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.

Signature:

Attorney: Edward J. Stemberger  
Reg. No. 36,01710. Total number of pages including this  
cover sheet, attachments and document  
(do not file dup. Cover sheet)

3

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1 FC:581

40.00 DP

TEL: (202) 261-1014

Date: February 9, 1999

Fax: (202) 887-0336

PATENT  
REEL: 9748 FRAME: 0517

**ASSIGNMENT**

WHEREAS, the undersigned, Myron D. Tupper and Bill Gallentine,  
(hereinafter termed "Inventor"), a resident of Boring, Oregon and Hood River, Oregon, respectively,  
has patented U.S. Patent No. 5,836,400, entitled "Three-Speed Hydraulic Tool"; and

WHEREAS, Latch-Tool Development Co. LLC (hereinafter termed "Assignee") a corporation of the State of Colorado having a place of business at Colorado Springs, State of Colorado, is desirous of acquiring the entire right, title and interest in and to said patent and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said patent and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extension or any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract or understanding in conflict herewith.

IN WITNESS WHEREOF, the said inventor has executed and delivered this instrument to said Assignee

Myron D. Tupper 2/3/99  
Myron D. Tupper Date

\_\_\_\_\_  
WITNESS

Bill Gallentine 2-3-99  
Bill Gallentine Date

Bill Henderson  
WITNESS