

07-06-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patent:

1. Name of conveying party(ies):

Creare, Inc.

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

Name: Phillips Screw Company

Internal Address: _____

Street Address: 508 Edgewater Drive

City: Wakefield State: MA ZIP: 01880

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

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 9, 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: _____

A. Patent Application No.(s)

08/961,626

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Arthur Z. Bookstein

Internal Address: Kirkpatrick & Lockhart LLP

Street Address: One International Place

City: Boston State: MA ZIP: 02110-2637

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: _____

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

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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.

Arthur Z. Bookstein

Name of Person Signing

Arthur Bookstein
Signature

6/23/99
Date

Total number of pages including cover sheet, attachments, and document: 3

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:581

40.00 OP

(Form PTO-1595--Recordation Form Cover Sheet - page 1 of 3)

PATENT
REEL: 010060 FRAME: 0678

ASSIGNMENT AGREEMENT

WHEREAS, Creare, Inc. ("Creare") of Hanover, a corporation of the State of New Hampshire is the sole owner of all right, title and interest throughout the world in and to certain inventions described in a patent application titled "Spiral Drive System for Threaded Fasteners" filed on October 31, 1997 and identified as U.S. Application Serial No. 08/961,626, subject to rights to same of the U.S. Government acquired in Small Business Innovation Research ("SBIR") Program Contract No. F34601-97-6-0027 (the Government's Rights") and having, subject to the Government's Rights, full right to convey the entire right, title and interest, both legal and equitable, in and to said inventions, free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, Phillips Screw Company ("Assignee"), of Wakefield, Massachusetts a corporation of the State of Delaware, is desirous of acquiring Creare's right, title and interest in and to said invention or inventions but only in the field of threaded fasteners and associated driver tools, and any and all patents to be obtained for such inventions;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Creare, Creare does hereby sell, assign, transfer and set over unto said Assignee, its successors and assigns, subject to the Government's Rights, its right, title and interest throughout the world in and to: (a) said invention or inventions, in the field of threaded fasteners and associated driver tools, as described in the aforesaid application, in any form or embodiment thereof, with Creare expressly reserving all other rights in said inventions; (b) the aforesaid application; (c) any application filed in any foreign country based thereon, including the right to file said foreign applications and claim priority under the provisions of any international convention or treaty; and (d) also the entire right, title and interest throughout the world in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions in the field of threaded fasteners and associated driver tools and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country. Creare hereby authorizes and requests the issuing authority to issue any and all patents on said application or applications to said Assignee or its successors and assigns.

Creare agrees to reasonably assist, and require its employees to reasonably assist, in the procurement of the Initial U.S. Patent, including executing all necessary papers in connection

with procurement, all at no charge to Phillips. Creare further agrees, in exchange for prompt payment by said Assignee or its successors and assigns for the time of its employees, at then-current hourly rates, and for associated reasonable expenses, incurred by Creare and/or its employees, to testify in any interference or other legal proceeding, whenever requested; execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective; and generally do everything possible to aid said Assignee, its successors or assigns and nominees to secure, obtain and enforce proper patent protection for said invention or inventions in this or any foreign country.

IN TESTIMONY WHEREOF, the undersigned has hereunto set its hand and seal on the date after its signature.

CREARE, INC.

By: James A. Block
Its: PRESIDENT

On this the 9th day of September, 1998 before me personally appeared James A. Block to me personally known, and known to me to be the President of Creare, Inc. who signed the foregoing assignment, and acknowledged the signing of same as the free act and deed of Creare, Inc.

Patricia B. Coutumash

Notary Public

My Commission Expires August 16, 2000

My commission expires _____