



08-16-1999



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To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

1. Name of conveying party(ies):

Name of receiving party(ies):

Martin J. Payton, Jr.

Name: Precision Metal Services, Inc.

Internal Address:

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

3. Nature of conveyance: 8-12-99

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

Street Address: Route 309 & Advance Lane

City: Colmar State: PA ZIP: 18915

Execution Date: July 26, 1999

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

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)

Serial No. 29/081,775

Serial No. 09/004,769

B. Patent No.(s)

Additional numbers attached?  Yes  No

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

Name: Joseph W. Molasky, Esquire

Internal Address: 4 S. Limekiln Pike

Chalfont, PA 18914

Street Address: 4 S. Limekiln Pike

City: Chalfont State: PA ZIP: 18914

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41) ..... \$ 80.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

8/16/1999 NTHA11 00000116 29081775

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Statement and signature. (80.00 OP)

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.

Joseph W. Molasky  
Name of Person Signing

Joseph W. Molasky  
Signature

August 10, 1999  
Date

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

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

**ASSIGNMENT**

**WHEREAS**, Martin J. Payton, Jr. (hereinafter, "Assignor"), has made certain new and useful inventions or discoveries relating to a **SCOURING PAD HOLDER** for which he has on the 3rd day of April, 1998, executed an application for Letters Patent of the United States; and

**WHEREAS**, Precision Metal Services, Inc., a Pennsylvania corporation with its main office at Route 309 Advance Lane, Colmar, Pennsylvania 18915 (hereinafter, "Assignee"), is desirous of acquiring the entire right, title, and interest therein; and

**NOW, THEREFORE, BE IT KNOWN** that for and in consideration of the sum of One Dollar and other valuable consideration to him moving, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and does hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, and in and to said application, all substitutions, divisions, and continuations thereof, and in all corresponding foreign applications either with or without claim to priority from said application, and in and to all Letters Patent of the United States and elsewhere that may be granted for said inventions and discoveries and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale has not been made;

And Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignor covenants and agrees with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title he warrants unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignor further covenants and agrees that he will, whenever requested, but without cost to him promptly communicate to said Assignee or its representatives any facts known to him relating to said inventions and discoveries, testify in any interference or legal proceeding involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

And for the consideration aforesaid, Assignor has sold, assigned and transferred and does hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries for any and all foreign countries and agrees upon the request of said Assignee to execute any and all documents in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to vest title in said foreign applications and patents in said Assignee.

IN WITNESS WHEREOF, said Assignor has hereunto set his hand this day of July 26, 1999 1998 at Precision Metals Services

Warren J. Carney  
Witness

Martin J. Payton, Jr.  
Inventor  
Martin J. Payton, Jr.

Jeffrey W. [Signature]  
Witness

ASSIGNMENT

WHEREAS, Martin J. Payton, Jr. (hereinafter, "Assignor"), has made certain new and useful inventions or discoveries relating to a SCOURING PAD HOLDER for which he has on the 3rd day of April, 1998, executed an application for Letters Patent of the United States; and

WHEREAS, Precision Metal Services, Inc., a Pennsylvania corporation with its main office at Route 309 Advance Lane, Colmar, Pennsylvania 18915 (hereinafter, "Assignee"), is desirous of acquiring the entire right, title, and interest therein; and

NOW, THEREFORE, BE IT KNOWN that for and in consideration of the sum of One Dollar and other valuable consideration to him moving, the receipt of which is hereby acknowledged, Assignor has sold, assigned and transferred, and does hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries disclosed in said application, and in and to said application, all substitutions, divisions, and continuations thereof, and in all corresponding foreign applications either with or without claim to priority from said application, and in and to all Letters Patent of the United States and elsewhere that may be granted for said inventions and discoveries and in and to all extensions, renewals and reissues thereof, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale has not been made;

And Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue said Letters Patent in accordance with this Assignment;

And for the consideration aforesaid, Assignor covenants and agrees with said Assignee that he has a full and unencumbered title to the inventions and discoveries above described and hereby assigned, which title he warrants unto said Assignee, its successors and assigns;

And for the consideration aforesaid, Assignor further covenants and agrees that he will, whenever requested, but without cost to him promptly communicate to said Assignee or its representatives any facts known to him relating to said inventions and discoveries, testify in any interference or legal proceeding involving said inventions and discoveries, and execute any additional papers that may be necessary to enable said Assignee or its representatives, successors, nominees, or assigns to secure full and complete protection for the said inventions and discoveries or that may be necessary to vest in said Assignee the complete title to the said inventions and discoveries and patents hereby conveyed and to enable it to record said title.

And for the consideration aforesaid, Assignor has sold, assigned and transferred and does hereby sell, assign, and transfer unto said Assignee the entire right, title, and interest in and to all said inventions and discoveries for any and all foreign countries and agrees upon the request of said Assignee to execute any and all documents in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to vest title in said foreign applications and patents in said Assignee.

IN WITNESS WHEREOF, said Assignor has hereunto set his hand this ... day of July 26, 1999<sup>1998</sup> at Precision Metal Services

Harriet J. Coney  
Witness

Martin J. Payton, Jr.  
Inventor  
Martin J. Payton, Jr.

Jeffrey W. [Signature]  
Witness