

FORM PTO-1619A  
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PATENT

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Conveyance Type

- ☒ Assignment ☐ Security Agreement

- ☐ License

- ☐ Change of Name

- ☐ Merger

- ☐ Other

5641263

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- ☐ Departmental File

- ☐ Secret File

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Execution Date

Month Day Year

02121999

Second Party

Execution Date

Month Day Year

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Name

Address (line 1)

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PATENT  
REEL: 010206 FRAME: 0020

Correspondent Name and Address

Area Code and Telephone Number

860-275-8200

Name

Jacqueline Pennino Scheib, Esq.

Address (line 1)

Robinson & Cole LLP

Address (line 2)

280 Trumbull Street

Address (line 3)

Hartford, CT 06103-3597

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

# 3

Application Number(s) or Patent Number (s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

			5641263	5406870	

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

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PCT

Number of Properties

Enter the total number of properties involved.

# 2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 80.00

Method of Payment:  
Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

# 18-1685

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Jacqueline Pennino Scheib  
Name of Person Signing

Signature

August 31, 1999  
Date

## ASSIGNMENT OF PATENTS

WHEREAS, Vulcan Tool Corporation, an Ohio corporation having its principal place of business at 730 Lorain Avenue, Dayton, Ohio 45401, (hereinafter referred to as "**Assignor**"), is the owner of the inventions described in attached Exhibit A (hereinafter referred to as "**the Patents**"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement made this day among Assignor and its stockholder and Smith's Hammer Holdings, Inc., a Massachusetts corporation having its principal place of business at 593 Washington Street, Wellesley, Massachusetts 02482 (hereinafter referred to as "**Assignee**"), the Assignor has agreed to sell to the Assignee substantially all of its assets and business, including all patents, patent application, inventions and other intellectual property, all on the terms and conditions and for the consideration provided in said Asset Purchase Agreement; and pursuant thereto the Assignee wishes to acquire the entire right, title and interest in and to the aforesaid inventions, as well as to the Patents and all other corresponding foreign patent rights;

NOW, THEREFORE, in consideration of the premises and for other valuable and legally sufficient consideration, receipt of which is hereby acknowledged, the Assignor sells, assigns and transfers to Assignee, its successors and assigns, the entire right, title and interest for the United States in and to the inventions and the Patents for the full term of any Letters Patent which issue therefrom;

The Assignor also sells, assigns and transfers to Assignee the entire right, title and interest in and to the inventions and applications for Letters Patent and Letters Patent therefor in all countries foreign to the United States, including all rights under the International Convention. The Assignor further authorizes Assignee to apply for Letters Patent in foreign countries in the name of the inventors who have previously assigned these rights and these inventions to Assignor, and to claim the priority of the filing date of the United States Application under the provisions of the International Convention;

The Assignor further agrees, for itself and its legal representatives, that it will assist and direct the inventors to assist Assignee in the prosecution before the United States Patent Office and the Federal Courts of these applications and other applications for Letters Patent, including renewals, continuations, continuation-in-parts, divisions, reissues and substitutions, which the Assignee elects to make covering the invention. The Assignor vests in Assignee like exclusive title in and to all such other applications and Letters Patent. The Assignor will execute and direct the inventors to execute and deliver to Assignee any documents which may be requested by Assignee to carry out the terms of this Assignment; and

The Assignor hereby covenants that it has full and encumbered title to the inventions hereby assigned, and that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

The Assignor further covenants that the Assignee will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to the Assignor, and that the Assignor will testify as to the same in any interference or litigation related thereto and will promptly execute and

deliver to the Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said inventions in any foreign country which may be necessary or desirable to carry out the purposes thereof.

The Commissioner of Patents and Trademarks of the United States is authorized and requested to issue Letters Patent to Assignee. The Assignor also authorizes and requests that the equivalent authorities in foreign countries issue the patents of foreign countries to Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of the 12th day of February, 1999.

VULCAN TOOL CORPORATION

By: Thomas R. Ruthman  
Name: Thomas R. Ruthman, President

State of ~~Ohio~~  
Florida

\_\_\_\_\_, ss.

Feb 11th, 1999

Then personally appeared the above-named Thomas R. Ruthman, President of Vulcan Tool Corporation as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of said corporation.

Dorothy M. Medeiros  
Notary Public  
My Commission Expires:

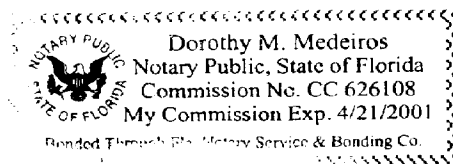


Exhibit A

**U.S. Patents**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
Bundle unscrambler	5,641,263	June 24, 1997
Method and apparatus for cutting tubing	5,406,870	April 18, 1995
Machine for cold forming small tubular elements	4,709,574	December 1, 1987
System and apparatus for use in fabricating small tubular articles	4,684,309	August 4, 1987

**Canadian Patent Applications**

<b>Title</b>	<b>Appl. No.</b>	<b>Application Date</b>
Bundle unscrambler	02195377	January 17, 1997
Tube cutter comprising a die having both reciprocating and oscillating motion	00673319	October 29, 1963
Cup trimming apparatus	00621269	May 30, 1961
Pneumatic Grinder	00518107	November 1, 1955