

10-22-1999

Commissioner c
Box: ASSIGNMENT
Washington, D



101182700

PATENT

Date: October 13, 1999

Sir:

Transmitted herewith for recording is a document for which the following particulars apply:

- 1. Assignor(s): Clyde J. Fleener
- 2. Assignee(s): Swisher Mower & Machine Co.
Address: 333 Gay Street
Warrensburg, Missouri 64093

Assignee is domiciled in the United States.

Assignee is not domiciled in the United States. A Designation of a Domestic Representative is attached.

- 3. Type of Document: Assignment Agreement

Date Executed: October 6, 1999.

Interest Conveyed: Entire Other:

- 4. Please record the enclosed document against the following:

patent application(s) issued patent(s)

Application Serial No. 09/360,853 filed July 24, 1999 entitled LAWN MAINTENANCE APPARATUS WITH MULTI-ATTACHMENT, MULTI-ADJUSTABLE HEADS

- 5. Please address all correspondence concerning recordation of this document to:
Litman, Kraai & Brown, L.L.C., 4700 Belleview, Suite 200, Kansas City, Missouri 64112

- 6. Total number of patent(s)/application(s) involved: 1

- 7. Please charge Deposit Account No. 12-1660 for the total recording fee of \$_____.

- 8. Our check No. 12088 Is enclosed to cover the total recording fee of \$40.00.

- 9. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 12-1660.

- 10. The undersigned certifies that to the best of his knowledge, all information contained herein is true and correct and any copy of documents submitted herewith is a true copy of the original documents.

Respectfully submitted,

By

Kent R. Erickson
Reg. No. 36,793

4700 Belleview, Suite 200
Kansas City, Missouri 64112
Telephone (816) 931-1800

Total number pages submitted: 3

10/21/1999 DNGUYEN 00000283 09360853

01 FC:581

40.00 DP

MRD 10-18-99

ASSIGNMENT AGREEMENT

On the date shown below, and for good and valuable consideration the receipt of which I acknowledge, I made the following assignment and promises to Swisher Mower & Machine Co., Inc. ("Assignee"), a Missouri corporation having a principal place of business at 333 Gay Street, Warrensburg, Missouri 64093, in connection with my invention of a new, original, LAWN MAINTENANCE APPARATUS WITH MULTI-ATTACHMENT, MULTI-ADJUSTABLE HEADS ("Invention").

I assign, transfer, and convey to Assignee the entire right, title and interest in and to

- (a) the Invention;
- (b) the application for United States Letters Patent executed by me on October 6, 1999.
- (c) any Letters Patent issued pursuant to, or as a result of, the application referenced above;
- (d) all applications for Letters Patent, or similar legal protection, which may be filed in any country or countries foreign to the United States with respect to the Invention;
- (e) all Letters Patent which may be granted for the Invention in any country or countries foreign to the United States; and
- (f) all extensions, renewals, reissues, divisions, and continuations (or their legal equivalents) of any applications or Letters Patent referred to above.

1. I authorize and request the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States whose duty it is to issue patents or similar legal protection on applications, to issue to Assignee all Letters Patent or similar legal protection for the Invention or improvements.

2. I agree that, upon the request of Assignee, I will

- (a) execute any and all divisional and renewal applications for the Invention or improvements;
- (b) execute any supplemental oath relating to the Invention or improvements;

PATENT

! REEL: 010317 FRAME: 0421

- (c) execute any application for reissue or extension of any Letters Patent that may be granted upon the application;
- (d) cooperate to the best of my ability in connection with any Interference proceeding, including but not limited to, cooperation in connection with preparing the preliminary statement and giving and producing evidence in support of such preliminary statement;
- (e) perform any and all affirmative acts to obtain Letters Patent and vest all right in such Letters Patent in Assignee; and
- (f) perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

3. I covenant and warrant that as of the date of this Assignment Agreement, I am the true and lawful owner of the entire right, title, and interest in the Invention, application for Letters Patent, and any Letters Patent which may issue under said application, and have the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; and that I have not executed and will not execute any agreement in conflict with this Assignment Agreement.

4. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by the parties named, their heirs, administrators, legal representatives, successors and assigns.

Dated this 6 day of Oct, 1999.

Clyde J. Fleener
 Clyde J. Fleener, Inventor

STATE OF MISSOURI)
) ss.
 COUNTY OF Johnson)

On this 6th day of October, 1999 before me, a Notary Public in and for the above State and County, personally appeared Clyde J. Fleener, to me known and known to me to be the person of that name who signed and sealed the above instrument, and he acknowledged the same to be his free act and deed.

WENDY C. PINNE, JOHNSON COUNTY
 MY COMMISSION EXPIRES

Wendy C. Pinne
 Notary Public

My Commission Expires: 5-10-01