

4-19-00

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

RECOF

05-05-2000

ET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of Patents and Trademarks 101346613 1 original documents or copy thereof.

1. Name of conveying party(ies):

Joseph P. Thorn Kevin J. Anderson

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

2. Name and address of receiving party(ies)

Name: ETA

Internal Address:

500 Greenview Court Vernon Hills, Illinois 60061-1862

Street Address:

500 Greenview Court Vernon Hills, Illinois 60061-1862

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

U.S. PTO 09/552502 04/19/00

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 4-18-00

4. Application number(s) or patent number(s):

ATTORNEY DOCKET NO.: 1143-90

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

09/552502

Additional numbers attached?  Yes  No

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

LAFF, WHITESEL, CONTE & SARET, LTD. ATTORNEYS AT LAW 401 NORTH MICHIGAN AVENUE CHICAGO, ILLINOIS 60611-4212

Direct Telephone Calls to: Larry L. Saret at telephone No. (312) 661-2100. Fax (312) 661-0029

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail in an envelope addressed to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231 on

Date: [Signature] TYPED NAME: Michael Finnegan

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: 12-0064

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

05/05/2000 JJALLAH2 00000101 09552502

DO NOT USE THIS SPACE

FC:581

40.00 DP

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.

Lisa C. Childs Name of Person Signing

[Signature] Signature

04/19/2000

Date

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

2

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

PATENT REEL: 010748 FRAME: 0908

# ASSIGNMENT

FOR VALUE RECEIVED, the receipt of which is hereby acknowledged, the following inventor or inventors (hereinafter called "ASSIGNOR")

Joseph P. Thorn  
1929 Hardwood Path  
Lake Villa, Illinois 60046

Kevin J. Anderson  
6021 73rd St., #207  
Kenosha, WI 53142

hereby assigns, transfers and sets over to:

A. Daigger and Company, Inc., ETA Division  
500 Greenview Court  
Vernon Hills, IL 60061-1862

(hereinafter called "ASSIGNEE"), the entire worldwide right, title and interest in and to the invention known as:

Geometric Construction Device

for which a United States Patent Application was executed on April 18, 2000 and all rights and privileges under any Letters Patent which may be granted thereon, including all rights, if any, throughout the entire world to sue for all past infringements which may have occurred before the execution of this assignment.

(1) The ASSIGNOR agrees without charge to said ASSIGNEE but at its expense (a) to execute (i) all necessary papers to be used in connection with this application and any additional, continuing, or divisional applications, as the ASSIGNEE may deem necessary or expedient, (ii) all papers in connection with any interference or other legal or quasi-legal proceedings relating to this application or any additional, continuing, or divisional application thereof, (iii) all papers and documents which may be necessary in connection with the preparation and filing of any foreign applications or with making claims to priority rights granted under the provisions of the International Convention for Protection of Industrial Property or similar agreements; (b) to cooperate with ASSIGNEE in every way possible in obtaining evidence and going forward in any such proceedings; and (c) to perform all other affirmative acts which may be necessary or desirable to obtain a grant of a valid patent for said invention in any country throughout the world.

(2) ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the appropriate officials in any other country, to issue any and all Letters Patent that may be granted upon any patent application or any additional, continuing or divisional applications thereof to the ASSIGNEE, its successors and assigns.

(3) ASSIGNOR hereby covenants and warrants that he has full right to convey the entire right, title and interest by this instrument, free of any encumbrances and that no other agreement has been or will be executed in conflict herewith.

(4) ASSIGNOR hereby grants to the law firm of LAFF, WHITESEL & SARET, LTD. of Chicago, Illinois, authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation in the United States Patent and Trademark Office or a Patent Office of any foreign country.

Date 18 April 2000 Signature of Inventor [Signature] (SEAL)  
Date 18 April 2000 Signature of Inventor [Signature] (SEAL)  
Date \_\_\_\_\_ Signature of Inventor \_\_\_\_\_ (SEAL)  
Date \_\_\_\_\_ Signature of Inventor \_\_\_\_\_ (SEAL)

The execution by the inventor(s) should be witnessed by at least two witnesses who sign here. If this Assignment is signed outside the United States, it should preferably be signed before a United States Consul.

Witness Mary Statanabe  
Witness [Signature]

State of ILLINOIS )  
County of LAKE )

ss.

## ACKNOWLEDGMENT

I, PASCUAL A. PEREZ, do hereby certify that the above-identified ASSIGNOR, personally known to me to be the same person or persons who signed the foregoing instrument, appeared before me this day in person, and acknowledged that the said instrument was signed and delivered as the free and voluntary act of the ASSIGNOR, for the uses and purposes therein set forth.

Given under my hand and seal, this 18<sup>th</sup> day of April, 2000  
[Signature]  
Notary Public

[seal]

