

ATTORNEY DOCKET No.
04856.86022

08-04-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Pat

101422814

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Darrell E. Williamson
Trevor S. Brown

- ☒ Individual ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State: _____
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date Williamson (September 16, 1977) and Brown (January 11, 1990)

Also please see accompanying Declaration of Rodney L. Harms dated July 13, 2000

2. Name and address of receiving party(ies):

Name: McCulloch Corporation

Internal Address: _____

Street Address: 6085 South McCulloch Drive

City: Tucson State: AZ ZIP: 85706

- ☐ Individual(s) citizenship: _____
☐ Association: _____
☐ General Partnership: _____
☐ Limited Partnership: _____
☒ Corporation-State: Maryland
☐ Other _____

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

A domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)

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

A. Patent Application No(s)

B. Patent No(s)

09/042,439

Additional numbers attached? ☐ Yes ☒ No

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

Name: Robert H. Resis

Address: BANNER & WITCOFF, LTD.
Suite 3000
Ten South Wacker Drive
Chicago, Illinois 60606

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR §3.41): \$ 40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit Account No. 01-0850

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

DO NOT USE THIS SPACE

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.

Robert H. Resis
Name of Person Signing

Signature

July 14, 2000
Date

08/03/2000 MTHAI1 00000145 09042439

01 FC:581

40.00 OP

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

PATENT
REEL: 010960 FRAME: 0789

McCULLOCH CORPORATION
6101 W. CENTURY BLVD., LOS ANGELES 45, CALIFORNIA
Invention and Secrecy Agreement

As part consideration for my employment hereafter by McCulloch Corporation, its subsidiaries or successors, hereinafter termed the Corporation, and for the wages now and hereafter paid to me, and in addition to any other obligation, I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to disclose to any person, firm or corporation, without the express authorization of an officer of the Corporation, any information, manufacturing technique, processes, formulas, development or experimental work, work in process, business, trade secrets or any other secret or confidential matter relating to the products, sales or business of the Corporation.

I further agree that I will promptly make fullest disclosure to the Corporation, and will hold in trust for the sole right and benefit of the Corporation any inventions, discoveries, developments, improvements or trade secrets which I solely or jointly conceive, or develop, or reduce to practice, or cause to be conceived, or developed, or reduced to practice, during the period of time I am in the employ of the Corporation, which relate to or are connected with my employment, or the work, processes, techniques, formulas, products, experiments, or developments or any of the work or business of the Corporation. I hereby assign to the Corporation all of my right, title, and interest in and to all such inventions, discoveries, developments, improvements, and trade secrets and agree during the term of my employment and thereafter, to execute any and all applications for patents, and to execute any proper oath or verify any proper document in connection with carrying out the terms of this agreement.

I further agree that at the time of leaving the employ of the corporation I will deliver to the Corporation, and will not keep in my possession, or deliver to anyone else, any and all drawings, blue prints, notes, memoranda, specifications, devices, documents, or any other material containing or disclosing any of the matters referred to herein.

It is understood that this agreement shall not embrace or include any discoveries, improvements, inventions, applications and/or Letters Patent owned or controlled either jointly or severally by me prior to the time of my employment by the Corporation, as may be shown by appropriate documentary evidence complying with the requirements of the United States Patent Law and the Rules of Practice of the United States Patent Office for proof of inventions. I am listing in the space provided at the end of this agreement the discoveries, improvements, inventions, applications and/or Letters Patent which I claim to be exempt from this agreement.

None

Dated: 9/16/77

Witness:

Theresa Jane Horton

Employee:

Darrel E. Williamson

EMPLOYMENT, INVENTIONS, AND CONFIDENTIAL INFORMATION

This Agreement is made by and between McCulloch Corporation, a Maryland corporation (hereinafter called McCulloch), and

Print Name TREVER BROWN

Address 3533 E. 32nd ST

(hereinafter called "I", "ME", and similar words). For the purposes of this Agreement "McCulloch" shall also refer to the parent company, subsidiaries, and affiliated companies.

In return for my employment by McCulloch, for the pay which I shall receive and for the opportunity which I shall have to learn McCulloch's business, engineering, research, and/or development work, I agree as follows:

1. I understand that the nature of my employment voluntarily with McCulloch is at will which means that I have the right to terminate my employment at any time and for any reason. I also understand that McCulloch can terminate my employment at its will for any reason at any time.
2. I will devote my best effort to McCulloch's interest throughout my employment and I agree not to do any work for myself or any other person or concern that may conflict in any way with my obligations under this Agreement.
3. I will use my skills and ability to conceive and devise useful concepts, products, processes, manufacturing techniques, data processing information, and similar ideas to advance the business of McCulloch.
4. I will use my best efforts to conceive, make, invent, and devise inventions relating to McCulloch's business. For the purpose of this Agreement, "inventions" means new ideas and improvements, whether patentable or not patentable, relating to any matter or thing which may promote the progress of science and the useful arts. This includes but is not limited to products, processes, methods of manufacture, distribution, and management, sources of and use for materials, apparatus, plans, systems, computer programs, etc. I will also assist other McCulloch employees to fulfill their obligations under Agreements similar to this one.

5. If during my employment or within six (6) months after its termination, I conceive, make, invent, devise, construct, or reduce to practice any invention, either alone or with anyone else, I agree to promptly report it to my immediate supervisor at McCulloch, I will also promptly report it to the Director of Patents by preparing a properly complete Disclosure Document.
6. I agree that every invention which I make under the terms of this Agreement shall be the sole and exclusive property of McCulloch. Upon McCulloch's request but at no expense to myself, I will execute any and all proper applications for patent, assignments, and other instruments and I will give testimony when and where requested to perfect McCulloch's title in all inventions belonging to McCulloch both domestic and foreign.
7. I understand that this obligation to assign my inventions to McCulloch shall apply to any invention:
 - (A) Which is not developed entirely on my own time;
 - (B) For which I use any of McCulloch's equipment, supplies, facilities or confidential information, even if any of those items are relatively minor and have little or no monetary value, and;
 - (C) Which relate in any way to McCulloch's business;
 - (D) Which relates in any way to McCulloch's current or anticipated research and development; or,
 - (E) Which results in any way from work for McCulloch.
8. I also understand that I have obligation to disclose all of my inventions to McCulloch, even if I do not believe that they fall within the provisions of Paragraph 7 above. If McCulloch determines that any invention I make does not relate to its current or expected field of business and/or is not included within the terms of Paragraph 7 above, I can ask for and receive a release of any right McCulloch may have with respect to it. Upon issuance of that release, I can then freely exploit that invention as long as I do not violate the terms of Paragraph 2 above. If McCulloch and I disagree as to whether or not an invention is included with the terms of Paragraph 7, I agree it will be my responsibility to prove it does not.

9. During my employment, I will learn from my fellow employees, from company documents, and from my own work, certain confidential information which is not generally known in McCulloch's industry and which may provide McCulloch with an advantage over its competitors. Such confidential information may be in writing; it may be a machine or computer program; it may be verbal; or it may be in a combination of forms and/or in forms not enumerated here. The confidential information is published by McCulloch or a third party through no unauthorized act or fault of mine.
10. In performance of the duties of my employment, I will promptly advise McCulloch of any conflict or potential conflict which I am or shall become aware between any patent belonging to me or to other and McCulloch business.
11. I agree that, if I accept a transfer to another division or any parent, subsidiary, or affiliated corporation of McCulloch, this Agreement will remain in full force and effect and will continue to define my obligations to McCulloch and any such related corporation.
12. I agree that all drawings, diaries, project books, notebooks, sketches, reports, manuals, blueprints, and any other materials which detail my employment activities and/or which include McCulloch's confidential information are and shall be the exclusive property of McCulloch. Upon termination of my employment, for any reason, I will promptly deliver all such materials which are in my possession and/or under my control to my immediate supervisor.
13. I acknowledge that there are no arrangements, agreements, or understandings regarding the subject of this Agreement between McCulloch and me; there will be no modifications or amendments to this Agreement other than in writing signed by an officer of McCulloch and by me.
14. There are no other agreements to which I am a party which will prevent me from completely fulfilling the terms of this agreement and I will not enter into any such agreement during my employment.
15. Prior to my entry into employment with McCulloch, I have conceived and reduced to practice certain "reserved inventions" which I am able to prove by documentary and physical evidence. I own at least partial right, title, and/or interest in each of these inventions listed below in this paragraph and McCulloch shall not, by means of this Agreement, obtain any right, title, or interest in those inventions.

However, no confidential relationship with respect to those inventions is created by my listing them here and McCulloch does not acknowledge the existence or scope of any right I may have in them.

16. I shall not disclose to McCulloch or any of my fellow employees, nor shall I use for McCulloch's benefit, any confidential information which belongs to any of my past employers.
17. The provisions of this Agreement shall be binding upon my heirs executors, administrators, conservators, nominees, and assigns and its benefits shall extend to the successors, assigns, subsidiaries, and affiliated companies of McCulloch.

Date: 1/11/90 Employee 

Witnessed: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

(Attorney Docket No. 04856.86022)

In re Application of:)	
)	
Trever Scott Brown et al.)	
)	Group Art Unit: 3724
Serial No.: 09/042,439)	
)	Examiner: H. Payer
Filed: March 13, 1998)	
)	Batch No. H88
For: METHOD AND APPARATUS)	
FOR ANCHORING FLAILS ON)	
A STRING TRIMMER)	

Assistant Commissioner of Patents
Washington, D.C. 20231

DECLARATION OF RODNEY L. HARMS

I, Rodney L. Harms, state as follows:

1. I am Vice President of Engineering of McCulloch Corporation, an Arizona Corporation (hereinafter AMcCulloch AZ \equiv), which is owned by Jenn Feng Industrial Company, Limited. Prior to my employment by McCulloch AZ, I was Vice President of Engine Development of McCulloch Corporation, a Maryland Corporation (hereinafter AMcCulloch MD \equiv). More specifically, I was Vice President of Engine Development of McCulloch MD from June 1993 to December 1998.

2. The last known address of Trever S. Brown is 7321 E. Lakeside Drive, Tucson, Arizona 85730. The last known address of Darrel E. Williamson is 11400 E. Gunsmith Drive, Tucson, Arizona 85749.

BANNER & WITCOFF, LTD.
TEN SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 715-1000

3. Attached hereto as Exhibit A is a copy the signed Agreements of Messrs. Brown and Williamson with McCulloch MD, wherein each of them transferred to McCulloch MD rights to the inventions they made during the period of their employ by McCulloch MD and which relate to and were connected with their employment by McCulloch MD and/or McCulloch MD's business.

4. The invention as set forth in the above-cited application was an invention made by Messrs. Brown and Williamson during the period of their employ by McCulloch MD, and which relates to and was connected with their employment by McCulloch MD and/or McCulloch MD's business.

5. I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that the statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated: 2/13/, 2000


Rodney L. Harms