

10-17-2000

1 of 4U.S.  
ASSIGNMENT REFICE  
T FOR PATENTS

10/2/00



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To the Assistant Commissioner of Paten

or copy thereof.

1. Name of conveying party(ies):

Jomoco Products Company

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

Name: The Vermont Castings Machine  
CompanyAddress: 1000 East Market Street  
Huntington, Indiana 46750Additional name(s) of conveying  
party(ies) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other:Execution Date: 20 September 2000Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

This document is being filed in the United States Patent and Trademark Office on

A. Patent Application No.(s)

B. Patent No.(s)

4,549,473; 5,651,467 and 5,779,063

Additional Numbers Attached? ☐ Yes ☒ No

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

Mark G. Kachigian  
Head, Johnson & Kachigian  
228 West 17th Place  
Tulsa, OK 741196. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41):.....\$ 120.00☐ Previously submitted☒ Enclosed☐ Authorized to be charged to deposit account8. Deposit account number: 08-1500 (Attach duplicate copy of this page if paying by deposit account)

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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.*

MARK G. KACHIGIAN

Name of Person Signing

Signature

26 September 2000

Date

Total number of pages including cover sheet, attachments and document: 4

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

10/16/2000 NTHA11 00000302 4549473

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PATENT  
REEL: 011149 FRAME: 0317

## ASSIGNMENT

WHEREAS, JOMOCO PRODUCTS COMPANY, (hereinafter ASSIGNOR) an Oklahoma corporation, is the sole and exclusive owner, by assignment as recorded in the Assignment Division of the United States Patent and Trademark Office, of the following letters patent of the United States of America:

- (a) United States Patent No. 4,549,473, issued October 29, 1985, entitled CHIMNEY CAP;
- (b) United States Patent No. 5,651,467, issued July 29, 1997, entitled DEMOUNTABLE FIREWOOD STORAGE RACK; and
- (c) United States Patent No. 5,779,063, issued July 14, 1998, entitled DEMOUNTABLE BRACKETS.

WHEREAS, THE VERMONT CASTINGS MAJESTIC PRODUCTS COMPANY, (hereinafter ASSIGNEE) a Delaware corporation, having an address of 1000 East Market Street, Huntington, Indiana 46750, is desirous of acquiring the right, title and interest in, to and under the same letters patent and the inventions covered thereby:

NOW, THEREFORE, TO ALL IT MAY CONCERN, be it known that for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the said ASSIGNEE, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over and does hereby sell, assign, transfer and set over to the said ASSIGNEE, the said inventions, applications and the letters patents aforesaid, including any patents issued on said applications, including any reissue or reexamination certificates of said letters patents which may be granted on said patents, the inventions, applications and patents to held and enjoyed by ASSIGNEE, for its own use and enjoyment, and for the use and enjoyment of its

successors, assigns or other legal representatives to the end of the term or terms for which said letters patent of the United States are or may be granted as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said letters patent, with the right to sue for, and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives.

AND, ASSIGNOR hereby authorizes and requests the Commissioner of Patents or applicable foreign authorities to issue any and all Letters Patent of the United States and foreign countries on said invention, or resulting from said applications, any from any and all divisions and continuations thereof to the said ASSIGNEE of the entire interest, and hereby covenants that ASSIGNOR has full right to convey the entire interest therein assigned, and that it has not executed and will not execute any agreement in conflict therewith.

AND, ASSIGNOR further hereby covenants and agrees that it will, at any time, upon request, at the expense of said ASSIGNEE execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, and to said Letters Patents as may be granted therefor, in said ASSIGNEE, its successors, assigns, or other legal representatives, and that if said ASSIGNEE, its successors, assigns, or other legal representatives, shall desire to file any divisional or continuation application or to secure a reissue or reexamination of such Letters Patents, or to file a disclaimer relating thereto, ASSIGNOR, will, upon request, sign all papers, make all rightful oaths, and do all acts requisite for the filing of such divisional or continuing application, or such application for reissue or reexamination and the procuring thereof, and for the filing of such disclaimers, without further compensation, but at the expense of said ASSIGNEE, its successors or other legal representatives.

AND, ASSIGNOR does further covenant and agree, that it will, at any time, upon request, communicate to said ASSIGNEE, its successors, assigns, or other legal representatives, at its expense, such fact relating to said invention and Letters Patents or the history thereof, as may be known to it, and testify as to the same in any interference or other litigation, when requested to do so.

IN TESTIMONY WHEREOF, ASSIGNOR has caused these presents to be signed by its duly authorized officer this 20<sup>TH</sup> day of SEPTEMBER, 2000.

JOMOCO PRODUCTS COMPANY

By: 

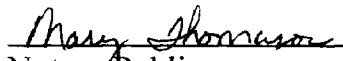
Name: Joseph P. Moran III

Its: President

STATE OF OKLAHOMA            )  
                                                  ) SS.  
COUNTY OF TULSA            )

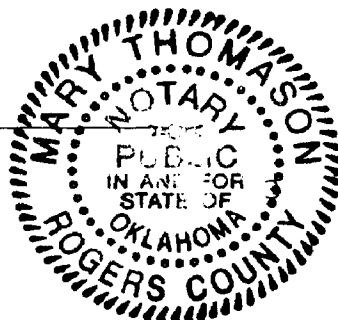
Before me, the undersigned authority, on this date personally appeared Joseph P. Moran III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and the consideration therein expressed on behalf of the corporation.

Given under my hand and seal this 20<sup>th</sup> day of September, 2000.

  
Notary Public

My Commission Expires:

September 2, 2002



RECORDED: 10/02/2000

PATENT  
REEL: 011149 FRAME: 0320