

FORM PTO-1619A

Expires 06/30/99  
OMB 0651-0027U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****RECORDATION FORM COVER SHEET  
PATENTS ONLY****TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).****Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID#
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment ☐ Security Agreement
- ☐ License ☐ Change of Name
- ☐ Merger ☐ Other
- U.S. Government**  
(For Use ONLY by U.S. Government Agencies)
- ☐ Departmental File ☐ Secret File

**Conveying Party(ies)**☐ Mark if additional names of conveying parties attachedName (line 1) Execution Date  
Month Day Year  
  Name (line 2) **Second Party**Name (line 1) Execution Date  
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Name (line 2) **Receiving Party**☐ Mark if additional names of receiving parties attachedName (line 1) ☐ If document to be recorded  
is an assignment and the  
receiving party is not  
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Assignment.)Name (line 2) Address (line 1) Address (line 2) Address (line 3) 

City

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

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**PATENT**  
**REEL: 011325 FRAME: 0987**

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U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT****Correspondent Name and Address**

Area Code and Telephone Number

612-371-3211

Name David A. Allgeyer, Esq.Address (line 1) Lindquist & Vennum P.L.L.P.Address (line 2) 4200 IDS CenterAddress (line 3) 80 South 8th StreetAddress (line 4) Minneapolis, MN 55402-2205**Pages**Enter the total number of pages of the attached conveyance document  
including any attachments.# 2**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)

D437,533If 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

PCT

PCT

**Number of Properties**

Enter the total number of properties involved.

# 1**Fee Amount**Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment:

Enclosed ☐Deposit Account ☒

Deposit Account

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

Deposit Account Number:

# 50-0837

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.

Bruce H. Little

Name of Person Signing

Signature

02/22/01

Date

## ASSIGNMENT

WHEREAS, PAR AIDE PRODUCTS COMPANY ("Par Aide") is a corporation incorporated under the laws of Minnesota, whose principal office or place of business has the full postal address of 6800 Otter Lake Road, Lino Lakes, Minnesota 55038-9466;

AND WHEREAS, MIDWEST RAKE COMPANY LLC ("Midwest Rake") is a corporation incorporated under the laws of Indiana, whose principal office or place of business has the full postal address of P.O. Box 1674, Warsaw, Indiana, U.S.A., 46581-1674;

AND WHEREAS, Midwest Rake is the owner of certain new and useful technology as described in an application identifiable in the United States Patent and Trademark Office by Application No. 29/100,770 and for which a patent will be issued on February 13, 2001 under Patent No. D437,533, naming Midwest Rake as owner (hereinafter, the application and patent, together as "said Application and Patent");

AND WHEREAS pursuant to the terms of that certain Asset Purchase and Non-Competition Agreement, dated February 12 2001, Midwest Rake has agreed to sell to Par Aide some of the assets which Midwest Rake uses in its business, and Midwest Rake has agreed to assign and does hereby assign to Par Aide all its rights and licenses, in and to, said Application and Patent;

NOW THEREFORE, in consideration of the mutual premises and covenants and other valuable consideration, the receipt of all of which is hereby acknowledged:

1. Midwest Rake hereby confirms that, as of the date of FEB. 12, 2001, it has sold, assigned and transferred and does hereby sell, assign and transfer to Par Aide, all its right, title and interest in and to, all inventions which are disclosed and claimed, and as possessed by the undersigned, any and all inventions which are disclosed but not claimed, in the application for United States Patent, which has been executed by the undersigned, and all other applications for U.S. Letters Patent or other related property rights in any and all foreign countries which have been or shall be filed on any of said inventions disclosed in said application, and in and to all original and reissued patents or related foreign documents which have been or shall be issued on said inventions, of said Application and Patent, all of the foregoing to be held and enjoyed by Par Aide as fully and as entirely as the same would have been held and enjoyed by Midwest Rake had this assignment not been made.

2. Without limiting the foregoing, it is understood that the Application and Patent rights include all re-issues, disclaimers, and re-examinations of said Application and Patent.

3. Midwest Rake further sells, assigns and transfers to Par Aide all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of said Application and Patent rights, with the right to sue and collect the same.

4. Midwest Rake covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

5. Midwest Rake agrees that it will, upon request, and without further consideration, do such things and execute such further documents as may be necessary or desirable to vest title thereto in said assignee, its successors, assigns and legal representatives or nominees.

6. Midwest Rake further agrees that it will, upon request, without further consideration, promptly provide to Par Aide all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Midwest Rake and will testify as to the same in any litigation or proceeding relating thereto and will promptly execute and deliver to Par Aide, or its legal representatives, any and all papers, instruments and affidavits which may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

7. This assignment and all the terms hereof shall endure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

EXECUTED at WARSAW, IN this 12 day of FEB, 2001.

MIDWEST RAKE COMPANY LLC

Per William H. Raker

STATE OF INDIANA )  
COUNTY OF KOSCIUSKO ) ss.

Subscribed and sworn to before me, a Notary Public, this 12<sup>th</sup> day of February, 2001.

Notary Public  
(SEAL)

Resident of Kosciusko Co., IN

Paul D. Refior  
Attorney #6373-98-  
Refior Law Office  
347 N. Buffalo Street  
Warsaw, Indiana 46580  
TEL: (219) 269-6649  
FAX: (219) 269-7487

Doc# 13638912

EXECUTED at Mpls MN, this 12<sup>th</sup> day of Feb, 2001.

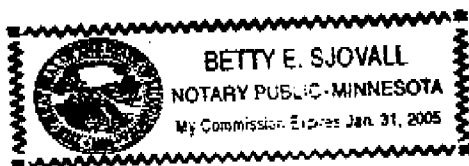
PAR AIDE PRODUCTS COMPANY

Per: [Signature]

STATE OF Minnesota  
COUNTY OF Hennepin ss.

Subscribed and sworn to before me, a Notary Public, this 12<sup>th</sup> day of February, 2001.

[Signature: Betty E. Sjoval]  
Notary Public  
(SEAL)



**LINDQUIST & VENNUM P.L.L.P.**

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Minneapolis, MN 55402  
Telephone: (612) 371-3211  
FAX: (612) 371-3207

**FACSIMILE COVER LETTER**

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**DATE:** February 22, 2001

**PLEASE DELIVER TO:**



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<b>Total Pages:</b>	<b>6</b>

**FROM:** Susan J. Lilyquist  
Paralegal

Client/Matter # 448961.0014 (Par Aide)  
User #: 2740

If transmission is incomplete for any reason, please call Nancy at 371-2441.

**NOTES:** ***Re: Recordation of Patent Assignment***  
***Midwest Rake Company LLC to Par Aide Products Company***  
***Application No. 29/100,770 -- Patent No.: D437,533***