

12-26-2000

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FORM PTO-1595

(REV. 6-93)



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

CMB NO. 0651-0011 (4/94)

101561247

Attny. Docket No.: 55179/23296

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies)  Kenneth Frank. James Morrow  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies)  Coleman Powermate, Inc.  Street Address: 4970 Airport Road Kearney, Nebraska 68848  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: October 20, 2000; October 9, 2000	
4. Application number(s) or patent number(s):  If this document is being filed together with a new application, the filing date of the application is _____  A. Patent Application No(s) _____ B. Patent No.(s) _____  <u>09/614,642</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed:  Jonathan S. Caplan, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue New York, New York 10022	6. Total number of applications and patents involved: <u>1</u>  7. Total fee (37CFR 3.41): \$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number <u>50-0540</u> (attached 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*

Kevin M. Curran, Esq. Reg. No. 43,571  
Name of Person Signing

Signature

November 30, 2000  
Date

Total number of pages including cover sheet attachments and documents: 5

**CERTIFICATE OF MAILING UNDER 37 CFR 1.8**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Assistant Commissioner for Patents, Washington, D.C. 2023 BOX ASSIGNMENTS on

Date: November 30, 2000

Signature

Kevin M. Curran, Esq. Reg. No. 43,571

**ASSIGNMENT**

WHEREAS we, **Kenneth Frank**, residing at 21 Camelot Way, Kearney, Nebraska 68845, and **James Morrow**, residing at 718 North Elmwood, Oak Park, Illinois 60302 both citizens of the United States of America (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **DOCKING ASSEMBLY OF A PRESSURIZED-GAS CANISTER ASSEMBLY WITH A MANIFOLD ASSEMBLY** for which we have executed an application for Letters Patent of the United States filed **July 12, 2000** as Application Number **09/614,642**, and **COLEMAN POWERMATE, INC.**, having an office and principal place of business at 4070 Airport Road, Kearney, Nebraska 68848 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

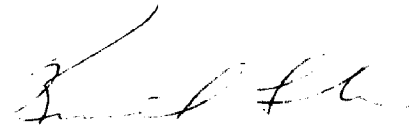
AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths

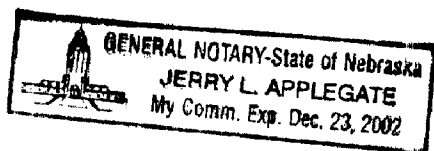
and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.

  
KENNETH FRANK

STATE OF *Nebraska* )  
 ) SS.  
COUNTY OF *Butte* )

On this 20th day of October, 2000, before me appeared Kenneth Frank, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



  
Notary Public

JAMES MORROW

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared James Morrow, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

\_\_\_\_\_  
Notary Public

**ASSIGNMENT**

WHEREAS we, **Kenneth Frank**, residing at 21 Camelot Way, Kearney, Nebraska 68845, and **James Morrow**, residing at 718 North Elmwood, Oak Park, Illinois 60302 both citizens of the United States of America (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **DOCKING ASSEMBLY OF A PRESSURIZED-GAS CANISTER ASSEMBLY WITH A MANIFOLD ASSEMBLY** for which we have executed an application for Letters Patent of the United States filed **July 12, 2000** as Application Number **09/614,642**, and **COLEMAN POWERMATE, INC.**, having an office and principal place of business at 4970 Airport Road, Kearney, Nebraska 68848 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application:

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AND ASSIGNORS HEREBY 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 on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith;

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths

and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.

\_\_\_\_\_  
KENNETH FRANK

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

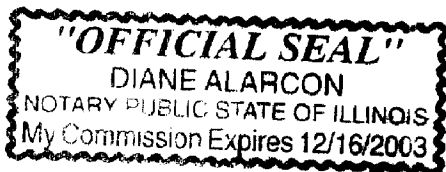
On this \_\_\_\_\_ day of \_\_\_\_\_, 2000, before me appeared Kenneth Frank, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
James Morrow  
JAMES MORROW

STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

On this 19th day of October, 2000, before me appeared James Morrow, to me personally known, who being by me duly sworn did say that he is an ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



\_\_\_\_\_  
Diane Alarcon  
Notary Public