

04-24-2001



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
PATENT ASSIGNMENT RECORDATION COVER SHEET

4/9/01

Box ASSIGNMENT
Comm'r Patents & Trademarks
Washington, D.C. 20231

Dear Sir:

Please record the attached original document a copy thereof.

1) Name of conveying party(ies):

Paul Gaudron

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

**Powers Fasteners, Inc.
2 Powers Square
New Rochelle, NY 10801**

3) The nature of the conveyance is an Assignment, which was executed on **23 February 2001**.

4) This document is to be recorded against the U.S. Application number **29/128,272**.
The total number of patents and/or applications involved is **1**.

Please send all correspondence regarding this paper to the firm address shown below.

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.

Enclosed is a check in the amount of \$40.00. Please charge any additional fees required by this paper, and credit any overpayment, to the firm's Deposit Account No. 08-2776.

**CERTIFICATE OF MAILING OR TRANSMISSION - 37
CFR 1.8**

I hereby certify that I have a reasonable basis that this paper, along with any referred to above, (i) are being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Commissioner of Patents and Trademarks, Washington, D.C. 20231, or (ii) are being transmitted to the U.S. Patent & Trademark Office in accordance with 37 CFR § 1.8(d).

DATE: April 6, 2001

NAME: Anthony Avant

SIGNATURE: Anthony Avant

Respectfully submitted,

Alfred Basichas
Reg. No. 38,771
Hopgood, Calimafde,
Judlowe & Mondolino LLP
60 East 42nd Street
New York, New York 10165
212-551-5000 ext.4138
Fax 212-949-2795

enc: Assignment

Dated: April 2, 2001

ASSIGNMENT

This assignment, by **Paul Gaudron** (hereinafter the "assignor"), witnesseth:

WHEREAS, the assignor has invented certain new and useful improvements in "Nail Holder and Strip of Same for Use with Nail Driving Tools", the specification of which was filed on 21 August 2000 and accorded application ser. no. 29/128,272; and

WHEREAS, Powers Fasteners, Inc., a corporation duly organized under and pursuant to the laws of the state of New York, and having its principal place of business at 2 Powers Square, New Rochelle, New York, 10801 (hereinafter the "assignee"), is desirous of acquiring the entire right, title, and interest in and to said inventions and said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the assignor hereby sells, assigns, transfers, and sets over, unto the assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the abovementioned inventions, application, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations, and continuations-in-part of said application, or reissues or extensions thereof, and to invoke and claim for any application for patent or other form of protection for said invention(s) filed by it or them, the benefit of all rights under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, the same to be held and enjoyed by the assignee, for its own use and behoof and that of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignor had this transfer not been made.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the said assignor is the sole and lawful owner of the entire right, title, and interest in and to the said invention(s) and the application(s) and/or patent(s) above mentioned, and that the same are unencumbered and that the said assignor have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND for the same consideration, the said assignor hereby covenants and agrees to and with the said assignee, its successors, legal representatives, and assigns, whenever counsel of any of the same shall advise that any proceeding in connection with said inventions or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation, or continuation-in-part of any application for Letters Patent, or any reissue or extension of any Letters Patent for said inventions in any country to be obtained thereon is lawful and desirable, that they shall sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent for said inventions, without charge to the assignee, its

successors, legal representatives, and assigns, but at the cost and expense of the assignee, its successors, legal representatives, and assigns.

AND the said assignor hereby requests the Commissioner of Patents to issue said Letters Patent of the United States to the said assignee as the assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behoof of the assignee, its successors, legal representatives, and assigns.

We hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of the said assignee or nominee to claim the aforesaid benefits provided under the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

I covenant with said assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that we have full right to convey the same as herein expressed.

Date: 2/23/01

Signature of Inventor: Paul Gaudron

Before me, a notary public in and for Paul Gaudron

Westchester County (city or county, and state), personally appeared **Paul Gaudron**, to me known to be the person described in the foregoing instrument, who, being first duly sworn, acknowledged his signature on the same and in my presence and declared the same to be his free act and deed on the date written above opposite his signature.

Diana A Crocco

Notary Public

My commission expires: _____

(SEAL)

DIANA A. CROCCO
#4613063 STATE OF NEW YORK
QUALIFIED IN WEST COUNTY
TERM EXPIRES AUGUST 31, 2001