

06-27-2001



COV. 101762837 GNMENT OR
OTHER CONVEYANCE FOR RECORDING

6.25.01

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

Dear Sir:

Please record the attached original document:

1. Name of conveying party: Kenneth R. Smith
2. Name and address of receiving party: MTD Products Inc
P.O. Box 368022
Cleveland, Ohio 44136-9722

40E

3. Nature of conveyance:

- ☒ [X] Assignment ☐ [] Merger
- ☐ [] Security Agreement ☐ [] Change of Name
- ☐ [] Other.....

Execution Date:... May 10, 2001

4. Application number(s) or patent number(s): D440,233, Issued 04/01/01.

If this document is being filed together with a new application, the execution date of the application is:.

a. Patent Application No.(s): N/A

b. Patent No.(s): N/A

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

EMERSON & SKERIOTIS
One Cascade Plaza
Fourteenth Floor
Akron, Ohio 44308-1381

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h)):..... \$40.00

[X] A check in the amount of \$.40.00,. which includes the fee for recording the Assignment is enclosed.

[] Please charge deposit account 05-0875 in the amount of \$..... to cover the recording fee.

8. Please charge any additional fees due, or credit any overpayment to deposit account number 05-0875.

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.



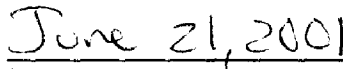
Timothy D. Bennett

Reg. No.: 42,312

One Cascade Plaza

Fourteenth Floor

Akron, Ohio 44308-1381



Date

Total number of pages comprising cover sheet: [2]

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ASSIGNMENT

WHEREAS, I, **Kenneth Ray Smith, 2767 Columbia Rd., Medina, Ohio 44256, USA**, have invented certain improvements in the patent **MOWER**, and described in a U.S. design patent application executed the **12th day of August, 1999**, by the undersigned for filing in The United States of America, being owner of all right, title and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, **MTD PRODUCTS INC, of Cleveland, Ohio 44136-9722**, a corporation of the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself, which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

(1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;

(2) To co-operate to the best of my ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

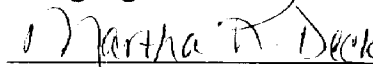
The undersigned hereby authorize said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

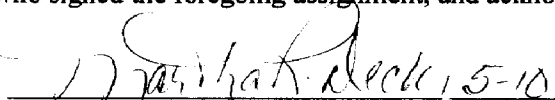
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date set after his signature.


Signature: **Kenneth R. Smith**

State of **OHIO**)
City of **MEDINA**) SS:

On this 10th day of May, 2001, before me personally appeared **Kenneth R. Smith**, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.


Notary Public (Print or Type Name)


Signature Date 5-10, 2001

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OFFICIAL SEAL
MARTHA R. DECK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6-3-03

PATENT
REEL: 011911 FRAME: 0874

ASSIGNMENT

WHEREAS, I, **Kenneth Ray Smith, 2767 Columbia Rd., Medina, Ohio 44256, USA**, have invented certain improvements in the patent **MOWER**, and described in a U.S. design patent application executed the **12th day of August, 1999**, by the undersigned for filing in The United States of America, being owner of all right, title and interest in and to said application and in and to any invention described therein and having full right to convey the entire interest both legal and equitable herein assigned; and

WHEREAS, **MTD PRODUCTS INC, of Cleveland, Ohio 44136-9722**, a corporation of the State of Ohio (assignee) is desirous of acquiring the entire right, title and interest in and to said application and said invention described therein and any and all patents to be obtained therefor, all as hereinafter set forth:

NOW, THEREFORE, in consideration of good and valuable consideration received by the undersigned, the undersigned does hereby sell, assign, transfer and set over unto said assignee, its successors and assigns, the entire right, title and interest in and to said invention or inventions, as described in the aforesaid application, in any form or embodiment thereof, and in and to the aforesaid application; and in and to any application filed in any foreign country based thereon, including the right to file said foreign applications under the provisions of the International Convention; also the entire right, title and interest in and to any and all patents or reissues or extensions thereof to be obtained in this or any foreign country upon said invention or inventions and any divisional, continuation, continuation-in-part or substitute applications which may be filed upon said invention or inventions in this or any foreign country; and the undersigned hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

The undersigned further agree to execute all divisional, continuing, substitute, improvement, extension, reissue and other patent applications in this or any foreign country relating to said application or invention and to sign all other lawful papers and to perform all other lawful acts without further consideration, but without expense to myself, which the assignee may deem necessary or desirable to make this Assignment fully effective including by way of example, but not of limitation, the following acts:

(1) Prompt execution of all lawful oaths, affidavits and/or supplemental oaths required or deemed advisable by the assignee to further the prosecution of any application or applications for letters patent relating to the subject matter of this Assignment;

(2) To co-operate to the best of my ability in the execution of all lawful documents, the production of evidence, and the giving of testimony in interference, opposition, nullification or infringement proceedings involving the said invention or improvement, applications or patents or any of them.

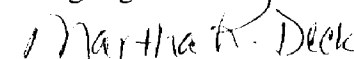
The undersigned hereby authorize said assignee to insert in this Assignment the serial number and filing date of the above-identified application when known.

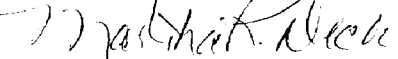
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date set after his signature.


Signature: **Kenneth R. Smith** 5/10, 2001

State of **OHIO**)
)
City of **MEDINA**) SS:

On this 18th day of May, 2001, before me personally appeared **Kenneth R. Smith**, personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.


Notary Public (Print or Type Name)


Signature Date 5-10, 2001

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OFFICIAL SEAL
MARTHA R. DECK
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 6-3-03

PATENT

RECORDED: 06/25/2001

REEL: 011911 FRAME: 0875