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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

CMB NO. 0651-0011 (4/94)

Atty. Docket No. 55180-23301

101769080


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

<p>1. Name(s) of conveying party(ies)</p> <p>Mark R. Matthew, David McCoy, Tom Graber, Richard Hawkes</p> <p>Additional name(s) of conveying party(ies) attached? No</p>		<p>2. Name and address of receiving party(ies)</p> <p>Coleman Powermate, Inc.</p>	
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date:</p> <p>February 7, February 1, February 1, February 2, 2001</p>		<p>Street Address:</p> <p>4970 Airport Road Kearney, Nebraska 68848</p> <p>Additional name(s) & address(es) attached? No 25</p> <p>UMP 6/25/01</p>	
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is _____</p> <p>A. Patent Application No.(s) B. Patent No.(s)</p> <p>29/126,297</p> <p>Additional numbers attached? No.</p>			
<p>5. Name and access of party to whom correspondence Concerning document should be mailed:</p> <p>Jonathan S. Caplan, Esq. Kramer Levin Naftalis & Frankel LLP 919 Third Avenue New York, New York 10022</p>		<p>6. Total number of applications and patents involved: 1</p> <p>7. Total fee (37CFR 3.41). \$40.00 enclosed</p> <p><input type="checkbox"/> Authorized to be charged to deposit account</p>	
		<p>8. Deposit account number 50-0540</p> <p>(attached duplicate copy of this page if paying by deposit account)</p>	

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

Chris Kolfas, Reg. No. 35,226
 Name of Person Signing


 Signature

June 21, 2001
 Date

Total number of pages including cover sheet attachments and documents: 11

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Assistant Commissioner for Patents, Washington, D.C. 20231 on: June 21, 2001

Signature: N. Sahadeo
Nalini P. Sahadeo

ASSIGNMENT

2525 Falcon Dr, Longmont, CO 80503
WHEREAS we, **Mark R. Matthew**, residing at 18951 Riverbluff Drive, New Ulm, MN 56073, and **David McCoy**, residing at 224 Stonemill lane, Oswego, IL 60543, **Tom Graber**, residing at ~~1200 16th North, New Ulm, MN 56073~~, **Richard Hawkes**, residing at 2256 Glouceston Lane, Naperville, IL 60564, **Keith Kristiansen**, residing at 76 Plymouth Street, Statford, CT 06614, **John Kiely**, residing at 12 Hawthorne Avenue, Morris Plains, NJ 07950, **Gary Grossman**, residing at 25 Willowmere Avenue, Riverside, CT 06878, **Thomas C. Vandyk**, residing at 369 Wyckoff Avenue, Ramsey, NJ 07446, citizens of the United States (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in a **COMPRESSOR** for which we have executed an application for Letters Patent of the United States which was filed **July 12, 2000** as US Patent Application Serial No. **29/126,297**

Whereas, **COLEMAN POWERMATE, INC.**, a corporation 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;

NOW, THEREFORE, for good and valuable consideration received, 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 WITNESS WHEREOF, ASSIGNORS have set their hands and seals to this Assignment.


Mark R. Matthew

STATE OF)
) ss.:
COUNTY OF)

On this 7 day of February, 2001, before me appeared Mark R. Matthew, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.


VONDA CARNELL
Notary Public, Minnesota
My Commission Expires
1/31/2005

David McCoy

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared David McCoy, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Tom Graber
Tom Graber

STATE OF COLORADO)
) ss.:
COUNTY OF BOULDER)

On this 1st day of February, 2001, before me appeared Tom Graber, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Brenda Ellis
Notary Public

Richard Hawkes

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Richard Hawkes, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Keith Kristiansen

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Keith Kristiansen, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

John Kiely

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared John Kiely, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Gary Grossman

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Gary Grossman, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Thomas C. Vandyk

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Thomas C. Vandyk, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

ASSIGNMENT

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

Mark R. Matthew

STATE OF

)

) ss.:

COUNTY OF

)

On this _____ day of _____, 2001, before me appeared Mark R. Matthew, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public



David McCoy

STATE OF

Illinois

)

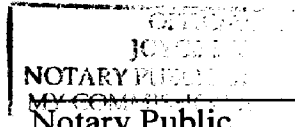
) ss.:

COUNTY OF

La Page

)

On this 1st day of Feb., 2001, before me appeared David McCoy, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.



Notary Public

Joyce L. Carter

Tom Graber

STATE OF

)

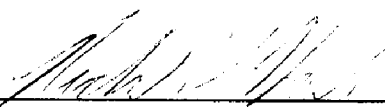
) ss.:

COUNTY OF

)

On this _____ day of _____, 2001, before me appeared Tom Graber, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public



Richard Hawkes

STATE OF *Illinois*

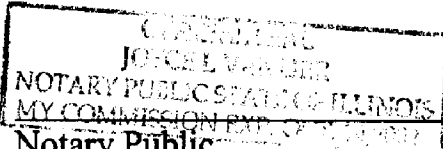
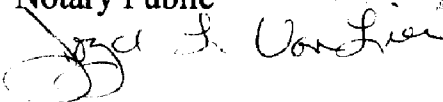
)

) ss.:

COUNTY OF *LaSalle*

)

On this 2 day of February, 2001, before me appeared Richard Hawkes, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.


Notary Public


Keith Kristiansen

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Keith Kristiansen, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

John Kiely

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared John Kiely, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Gary Grossman

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Gary Grossman, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Thomas C. Vandyk

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2001, before me appeared Thomas C. Vandyk, to me personally known, who being by me duly sworn did say that he is one of the ASSIGNORS named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public