

02-07-2002



IN THE 101975276 TRADEMARK OFFICE

In re Application of
Ventress et al.

Group Art: Unassigned

Serial No.: Unassigned

Examiner: Unassigned

Filed: Herewith

For: OUTDOOR DIAL CONTROLLER

1017 U.S. PTO

29/154553



01/25/02

1.25.02

COVER SHEET: ASSIGNMENT IN INTEREST

The Assignment of Interest attached hereto conveys all rights, title and interests of the inventors, Jim Ventress, Arnold Nelson and Gregory Boy as assigned to The Toro Company, a Delaware corporation, having a business address of 8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196.

This Assignment in Interest is filed together with the United States patent application for the subject invention on 1-25-02. This Assignment in Interest was executed between 1-15-02 and 1-22-02.

29/154553

Correspondence regarding this Assignment of Interest should be directed to Kenton R. Mullins, Stout, Uxa, Buyan & Mullins, LLP, 4 Venture, Suite 300, Irvine, CA 92618.

This Assignment in Interest transfers all interest in the invention delineated in the above-captioned patent application. Please charge the amount of \$40.00 to Deposit Account 50-1600 as the fee required under 37 CFR §1.21(h) and this Assignment in Interest identifies this one patent application.

As the party submitting this Assignment in Interest, I hereby state that to the best of my knowledge and belief, the information contained in this Assignment in Interest and on this cover sheet is true and correct and any copy submitted herewith is a true copy of the original document.

Date: 1/25/02

Kenton R. Mullins, Reg. No. 36,331
Stout, Uxa, Buyan & Mullins, LLP
4 Venture, Suite 300
Irvine, CA 92618

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ASSIGNMENT OF INTEREST

THIS ASSIGNMENT, by Jim Ventress, residing at 18782 Dodge Avenue, Santa Ana, CA 92705 and by Arnold Nelson, residing at 542 Fairway Drive, Redlands, CA 92373 and by Gregory Boy, residing at 2220 Holster Street, Corona, CA 92880 (hereinafter referred to as the Assignors), witnesseth:

WHEREAS, WE Jim Ventress, Arnold Nelson and Gregory Boy, have invented a certain new, original and ornamental design disclosed in an application for United States Letters Patent entitled OUTDOOR DIAL CONTROLLER having an oath or declaration executed on even date herewith. Assignors hereby authorize and request Kenton R. Mullins (Reg. # 36,331), of Stout, Uxa, Buyan & Mullins, LLP, to insert here in parentheses (), the application number of said application when known, and the date filed when known here in parentheses ().

WHEREAS, The Toro Company, a corporation duly organized under and pursuant to the laws of DELAWARE, and having its principal place of business 8111 Lyndale Avenue South, Bloomington, Minnesota 55420-1196 and its successors and assigns (hereinafter referred to as the Assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said Assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives and assigns, the entire right, title and interests in and to the above mentioned inventions, application for Letters Patent, 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 applications, or reissues or extensions of said Letters Patent or Patents, and all priority rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the said Assignee, for its own use and behoof and the use and behoof 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 Assignors, had this sale and assignment not been made.

AND I HEREBY covenant that I have the full right to convey the entire interest herein assigned, and that I have not executed , and will not execute, any agreement in conflict herewith. I HEREBY further covenant and agree that I will communicate to Assignee any facts known to me respecting said design, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitute and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee to obtain and enforce proper patent protection for said improvements in all countries;

Date 1-24-02

Jim Ventress
(Signature) Jim Ventress

Witness: Allen Goldberg
(Name)

Date 1-22-02

Arnold Nelson
(Signature) Arnold Nelson

Witness: Allen Goldberg

Date 1.15.2002

Gregory Boy
(Signature) Gregory Boy

Witness: Walter M. G. G. G.
(Name)