

FORM PTO- 595 (modified)

(Rev 6-93)

REI

01-10-2003



102333700

SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office, e attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Richard P. Welty  
Klaus Brondum  
Douglas S. Richmond  
Patrick B. Jonte

12/18/02

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

Masco Corporation of Indiana  
55 E. 111th Street  
P.O. Box 40980  
Indianapolis, IN 46280

10979 U.S. PTO  
10/322871  
12/18/02

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

December 12, 2002

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is: 12/12/02

A. Patent Application Number(s):

B. Patent Number(s):

Additional numbers attached? NO

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

Michael D. Rechtin  
FOLEY & LARDNER  
One IBM Plaza  
330 North Wabash Avenue, Suite 3300  
Chicago, Illinois 60611-3608

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 06-1450

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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Michael D. Rechtin

Dec 18, 2002

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 5

01/08/2003 LMUELLER 00000255 061450 10322871

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PATENT  
REEL: 013632 FRAME: 0629

**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Richard P. Welty** of 4279-C Monroe Dr., Boulder, CO 80303; **Klaus Brondum** of 2310 Watersong Circle, Longmont, CO 80504; **Douglas S. Richmond** of 12490 West Road, Zionsville, IN 46077 and **Patrick B. Jonte** of 1320 Wood Valley Ct., Zionsville, IN 46077 (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **VALVE COMPONENT WITH MULTIPLE SURFACE LAYERS** (Atty. Dkt. No. 081149-0105) for which an application for United States Letters Patent was executed concurrently herewith; and

**WHEREAS, Masco Corporation of Indiana**, a corporation duly organized and existing under the laws of the State of Indiana, and having a place of business at 55 E. 111th Street, P.O. Box 40980, Indianapolis, IN 46280 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE**, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and

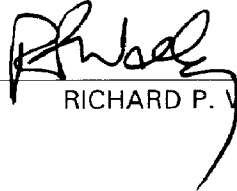
and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the law firm of **Foley & Lardner** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

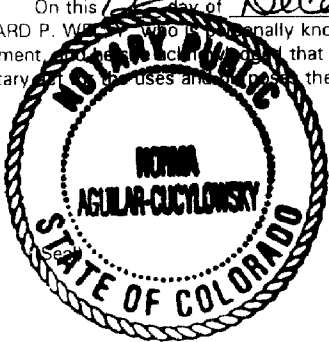
**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of the law firm of **Foley & Lardner** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 12 day of Dec, 2002.

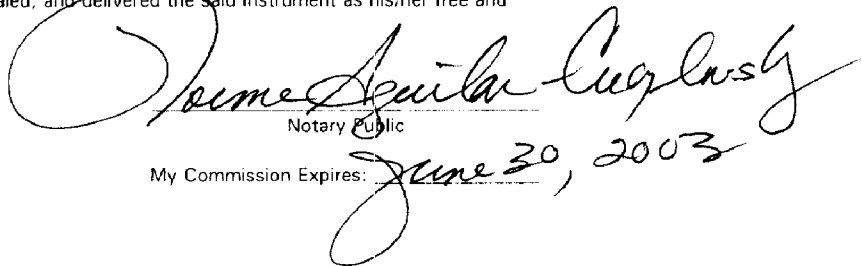
  
RICHARD P. WELTY

State of Colorado )  
County of Boulder ) ss.

On this 12<sup>th</sup> day of December, 2002, before me, a notary public in and for said county, appeared RICHARD P. WELTY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

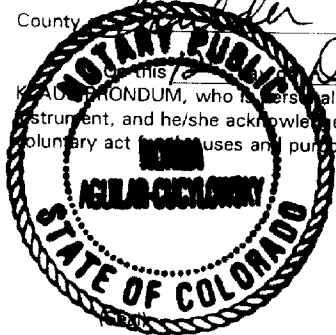


My Comm. Expires June 11, 2003

  
Notary Public  
My Commission Expires: June 30, 2003

Executed this 12 day of December, 2002.

State of Colorado )  
County of Denver ) ss.



[Signature]  
KLAUS BRONDUM

On this 12 day of December, 2002, before me, a notary public in and for said county, appeared KLAUS BRONDUM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

[Signature]  
Notary Public  
My Commission Expires: June 11, 2003

My Comm. Expires June 11, 2003

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

DOUGLAS S. RICHMOND

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared DOUGLAS S. RICHMOND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 10<sup>th</sup> day of De, 20  .

\_\_\_\_\_  
KLAUS BRONDUM

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared KLAUS BRONDUM, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

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

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 10<sup>th</sup> day of December, 2002

\_\_\_\_\_  
DOUGLAS S. RICHMOND

State of Indiana )  
County of Hamilton ) ss.

On this 10<sup>th</sup> day of Dec., 2002, before me, a notary public in and for said county, appeared DOUGLAS S. RICHMOND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

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

My Commission Expires: July 9, 2006

(Seal)

BARBARA J. PETERSON  
Notary Public, State of Indiana  
County of Hamilton  
My Commission Expires 07/09/2006

Executed this 10 day of Dec, 2002.

Patrick B. Jonte  
PATRICK B. JONTE

State of Indiana  
County of Hamilton ) ss.

On this 10<sup>th</sup> day of Dec., 2002, before me, a notary public in and for said county, appeared PATRICK B. JONTE, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Barbara J. Peterson  
Notary Public  
My Commission Expires: July 1, 2006

(Seal)

BARBARA J. PETERSON  
Notary Public, State of Indiana  
County of Hamilton  
My Commission Expires 07/01/2006