

8.15.03

08-21-2003

RECORDA



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DEPARTMENT OF COMMERCE
Patent and Trademark Office

Attorney's Docket No. 02445-375

To the Director of the United States Patent and Trademark Office. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Gregory David MERCIER and Gary A. FULLER

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name

Other: _____

Execution Date: August 12, 2003

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

Name: SANDVIK AB

Address: S-811 81 Sandviken, Sweden

Additional name(s) & address(es) attached? ☐ Yes ☒ No

03941 U.S. PTO
10/641138

08/15/03

10641138

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

If this document is being filed together with a new application, the execution date of the application is: August 12, 2003

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Harold R. Brown III

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.
Customer Number 21839
P.O. Box 1404
Alexandria, Virginia 22313-1450

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$40

☒ Enclosed

☐ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

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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.

Harold R. Brown III
Name of Person Signing

[Signature]
Signature

August 15, 2003
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:

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10.000 REMITTANCE REQUIRED 10/15/03

10.000

10.000 UP

ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by GREGORY DAVID MERCIER and GARY A. FULLER, residing at 217 OAKVIEW DRIVE, BRISTOL, VIRGINIA 24201 and 17599 MAHOGANY DRIVE, ABINGDON, VIRGINIA 24210-7909 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors are the owners of certain new and useful improvements in ROTARY CUTTING BIT WITH MATERIAL-DEFLECTING LEDGE set forth in U.S. Patent No. _____ (formerly U.S. Patent Application No. _____); and


WHEREAS, SANDVIK AB, a corporation duly organized under and pursuant to the laws of SWEDEN and having its principal place of business at S-811 81 SANDVIKEN, SWEDEN (hereinafter referred to as "the Assignee"), is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said patent.


NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned patent, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the 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 for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the patent, and that the same are unencumbered, and that the Assignors 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 Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said patent, or any reissue or extension of any Letters Patent or Patents obtained or to be obtained thereon, is lawful and desirable, 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 or Patents, 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.

Date Aug 12, 2003 Signature of Assignor 
Gregory David MERCIER

Date Aug 12, 2003 Signature of Assignor 
Gary A. FULLER