

09-25-2003



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Tab settings ⇒ ⇒ ⇒

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102558747

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

1. Name of conveying party(ies):

Richard J. Confoey

9.16.03

2. Name and address of receiving party(ies)

Name: Sekely Industries, Inc.

Internal Address: _____

Street Address: 250 Pennsylvania Avenue

City: Salem State: Ohio Zip 44460

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

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other _____

Execution Date: September 11, 2003

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

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: 09/11/03

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: Robert J. Herberger

McLaughlin & McNally

Internal Address: _____

Street Address: 500 City Centre One

PO Box 507

City: Youngstown State: OH Zip: 44501-0507

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00



Enclosed



Authorized to be charged to deposit account

8. Deposit account number:

13-2494

(Attach duplicate copy of this page if paying by deposit account)

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.

Robert J. Herberger

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

09/22/2003 SSITHIB1 00000047 10663958

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40.00

PATENT
REEL: 014509 FRAME: 0089

ASSIGNMENT

WHEREAS, RICHARD J. CONFOEY, is the inventor of a certain new and useful towable earth working apparatus disclosed in an application for United States Letters Patent titled **“TOWABLE EARTH WORKING APPARATUS HAVING ADJUSTABLE WHEEL HEIGHT”** and having Attorney Docket No. 4335.00 (hereinafter called “Patent Application”), which is being filed in the U.S. Patent and Trademark Office; and

WHEREAS, SEKELY INDUSTRIES, INC., a corporation organized, existing and in good standing under the laws of the State of Ohio, having its current business address at 250 Pennsylvania Avenue, Salem, Ohio 44460, is to acquire the entire and undivided right, title and interest in and to said Patent Application (hereinafter with any successors, legal representatives and assigns thereof, called “Assignee”); and

WHEREAS, RICHARD J. CONFOEY (hereinafter with any successors, legal representations and assigns thereof, called “Assignor”) is to assign all rights, title and interest in and to said Patent Application to Assignee, and each Assignor, therefore, warrants and represents herein that their joint interest merge and Assignee shall have the entire and full unencumbered right, title and interest therein:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned Assignor has sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to Assignee, free and clear of all liens and

encumbrances, the entire right, title and interest in said Patent Application and all applications, substitutions, divisionals, continuations and continuations-in-part thereof, and all subsequent United States Letters Patents which may be granted thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all other patents and applications for patents (including related rights such as utility-model registrations, inventor's certificates and the like) heretofore or hereafter filed in any foreign countries to said invention, and all patents (including all extensions, renewals and reissues thereof) granted in any foreign countries to said invention; and I hereby authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to transfer, maintain and issue patents on applications as aforesaid, to transfer, maintain and issue all patents for said invention, including the said Patent Application, to Assignee in accordance with the terms of this Assignment;

AND I HEREBY covenant that I, the undersigned Assignor, have full authority, right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY covenant that I, the undersigned Assignor, will execute or procure any further necessary assurance of title to said Patent Application, and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention, the Patent Application or any

Letters Patent which may be granted therefore hereinafter in said Assignee, its successors, assigns or other legal representatives;

AND I HEREBY further covenant and agree that I, the undersigned Assignor, without further compensation therefore, will communicate to Assignee any facts known to us respecting said Patent Application, and upon the request and at the expense of Assignee, will testify in any legal proceeding, sign all lawful papers, execute any additional, divisional, continuation, continuations-in-part, substitute or reissue applications for patents for said invention, or any part thereof, and for the reissue of any Letters Patent to be granted therefore hereafter, and will make all rightful oaths and generally do everything possible for procuring the same or for aiding Assignee to obtain and enforce proper patent protection for said invention in all countries, including the United States.

IN TESTIMONY WHEREOF, I, the Assignor, have hereunto set my hand this

11th day of September, 2003.

ASSIGNEE

SEKELY INDUSTRIES, INC.

By: James R. Sekely

Name: JAMES R. SEKELY

Its: PRESIDENT + CEO

ASSIGNOR

Richard J. Confoey
RICHARD J. CONFOEY

STATE OF OHIO

COUNTY OF MAHONING

)
) ss.
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On this 11th day of September, 2003, personally appeared Richard J. Confoey, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above Assignment, and acknowledge that he executed the same and that he signs this as a free act and deed.



ROBERT J. HERBERGER, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

[Signature]
NOTARY PUBLIC

STATE OF OHIO

COUNTY OF COLUMBIANA

)
) ss.
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Before me personally appeared JAMES R. SEKELY known to me to be the person who is an authorized officer of Sekely Industries, Inc., the corporation which executed the foregoing Assignment, signed the same, and acknowledged to me that he did so sign said Assignment in the name and on behalf of said Corporation as such officers; that the same is the free act and deed as such officers, and the free and corporate act and deed of said Corporation; that he is duly authorized thereunto by its Board of Directors to execute the foregoing Assignment; and that the seal affixed to said Assignment, if any, is the corporate seal of said Corporation.

[Signature: Paula S. Sosnick]
NOTARY PUBLIC

9/11/03
Date

Paula S. Sosnick, Notary Public
State of Ohio
My Commission Expires August 10, 2005

Docket No. 4335.00

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RECORDED: 09/16/2003

PATENT
REEL: 014509 FRAME: 0093