

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08A/REV03

11-12-2003



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

102598045

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):

Thomas O. Nagel

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

Name: Trion Industries, Inc.

Address: 297 Laird Street

City: Wilkes-Barre

State/Prov.: PA

Country: USA

ZIP: 18702

Additional names(s) of conveying party(ies)

Yes  No

Additional name(s) & address(es)

Yes  No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other

Execution Date: October 30, 2003

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

10700317

If this document is being filed together with a new application, the execution date of the application is: October 30, 2003

Patent Application No.

Filing date

B. Patent No.(s)

Additional numbers

Yes  No

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

Name: Fritz L. Schweitzer, Jr.

Registration No. 17,402

Address: Schweitzer Cornman Gross & Bondell LLP

292 Madison Avenue - 19th Floor

11/10/2003 DBYRNE 00000134 10700317

FC:8021

40.00 DP

City: New York

State/Prov.: NY

Country: USA

ZIP: 10017

6. Total number of applications and patents involved:

1

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

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19-0748

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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.

Fritz L. Schweitzer, Jr.

Name of Person Signing

Signature

October 31, 2003

Date

2

Total number of pages including cover sheet, attachments, and

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
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P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

WHEREAS **THOMAS O. NAGEL** (hereinafter referred to as ("ASSIGNOR") has made an invention in **PRODUCT DISPLAY RACK WITH FRONT BARRIER PANEL**

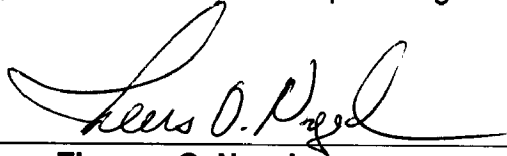
and has executed a Provisional or Non-Provisional application for Letters Patent of the United States covering said invention of even date herewith; and

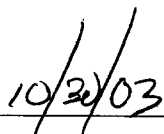
WHEREAS **TRION INDUSTRIES, INC.**, a corporation organized under the laws of the State of Pennsylvania, having a place of business at **297 Laird Street, Wilkes-Barre, PA 18702** (hereinafter "ASSIGNEE") is desirous of obtaining the entire right, title, and interest in and to said invention and said application.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the ASSIGNOR does hereby sell and assign to the ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest, world wide, in and to said invention, and said application together with all divisions, renewals, and continuations, thereof and, if said application is a provisional application, all non-provisional applications claiming priority thereof, and all patents of the United States which may be granted thereon and all reissues and extensions thereof, together with any and all rights of priority relating to said invention, said applications and said Patents; and all rights to apply for and obtain patents in foreign countries, and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and of any other country in which applications are filed, to issue all patents for said invention to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

The ASSIGNOR has the full right to convey the entire interest herein assigned, and have not made, and will not make, any agreement in conflict herewith.

The ASSIGNOR further agrees to communicate to the ASSIGNEE, its successors, legal representatives and assigns, any facts known to the ASSIGNOR respecting said invention, and to testify in any legal proceeding, to sign all lawful papers, to execute all divisional, continuing and reissue applications, to make all declarations and to generally do everything possible to assist the ASSIGNEE, its successors, legal representatives and assigns, to obtain and to enforce patent rights for said invention in any country.

  
\_\_\_\_\_  
Assignor **Thomas O. Nagel**

  
\_\_\_\_\_  
Date