

05-18-2004



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

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

1. Name of conveying party(ies):

Mutual Tool & Die, Inc.

2. Name and address of receiving party(ies)

Name: Wolf Creek Company, Inc.

Internal Address: _____

Street Address: 6051 Wolf Creek Pike

City: Trotwood State: OH Zip: 45426

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

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other _____

Execution Date: 10/24/2003

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: _____

A. Patent Application No.(s) 10/602,412

B. Patent No.(s) _____

filed June 23, 2003

Additional numbers attached? ☐ Yes ☒ No

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

Name: Steven D.A. McCarthy

Internal Address: _____

Street Address: P.O. Box 53524

City: Cincinnati State: OH Zip: 45253

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: _____

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9. Signature.

Steven D.A. McCarthy
Name of Person Signing

Steven D.A. McCarthy
Signature

May 10, 2004
Date

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

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

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Washington, D.C. 20231

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PATENT
REEL: 015323 FRAME: 0421

APPENDIX A

MEMORANDUM OF ASSIGNMENT

Application Number : 10/602,412
Filing Date : June 23, 2003
Inventors : Charles Newton Knowles, James Paul Orban and Sasenjko Radzepakig
Title : METHOD AND APPARATUS FOR CONNECTING COUPLER FITTINGS
TO CONDUIT SECTIONS
Attorney Docket Number : WOLFCR-01

WHEREAS, Charles Newton Knowles of Clayton, Ohio ["Knowles"] and James Paul Orban of Tipp City, Ohio ["Orban"] have invented certain new and useful improvements entitled METHOD AND APPARATUS FOR CONNECTING COUPLER FITTINGS TO PIPES [the "improvements"], for which a regular application for a United States patent was filed on June 23, 2003 and assigned Serial Number 10/602,412;

AND WHEREAS Wolf Creek Company, Inc., a corporation of the State of Ohio having a place of business at 6051 Wolf Creek Pike, Trotwood, Ohio 45426 ["Wolf Creek"], wishes to acquire the entire right, title and interest of Mutual Tool & Die, Inc., a corporation of the State of Ohio having a place of business at 725 Lilac Avenue, Dayton, Ohio 45427 ["Mutual Tool & Die"] in certain new and useful improvements entitled METHOD AND APPARATUS FOR CONNECTING COUPLER FITTINGS TO PIPES [the "improvements"], for which a regular application for a United States patent was filed on June 23, 2003 and assigned Serial Number 10/602,412;

NOW, THEREFORE, in consideration of the sum of \$ 1.00 and other good and valuable consideration, sufficiency and receipt of which are acknowledged, Mutual Tool & Die sells, assigns and transfers to Wolf Creek, and to its lawful successors and assigns, its entire right to the improvements in the United States and throughout the world; along with its entire right, title and interest in and to U.S. Patent Application No. 10/602,412; all continuations and divisionals of U.S. Patent Application No. 10/602,412 filed in the United States of America; all applications which may be filed throughout the world claiming the improvements; and any letters patent, petty patents and other rights which may be granted on the basis of such applications.

Mutual Tool & Die agrees to provide to Wolf Creek, its successors and assigns, any and all information of which it has actual knowledge which it believes to be material to the prosecution or examination of any application assigned pursuant to this Assignment, including without limitation any such information which is likely to affect the validity of any patent which might be granted on the basis of any such application. Mutual Tool & Die further agrees to provide to Wolf Creek, its successors and assigns, any reasonable assistance, including without limitation the execution all lawful documents and the making of all lawful oaths, which Wolf Creek in its sole discretion deems necessary for the prosecution of any application assigned pursuant to this Assignment.

Mutual Tool & Die acknowledges that this Assignment does not obligate Wolf Creek to apply for any patent; prosecute any application; or enforce any right, in any jurisdiction or in any particular jurisdiction.

ASSIGNMENT

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Mutual Tool & Die authorizes the Director of the United States Patent & Trademark Office to issue to Wolf Creek any United States Letters Patent granted on the basis of any application assigned pursuant to this Assignment for the quiet use and enjoyment of Wolf Creek, its successors and assigns, throughout the full term of any such letters patent.

Executed this 24th day of Oct., 2003.

By: David A. Duden

Name: David A. Duden

Title: President

State of Ohio

County of Montgomery

ss.

Before me personally appeared David Duden on behalf of Mutual Tool & Die,

Inc. and acknowledged the foregoing instrument to be his free act and deed this 24th day of Oct, 2003.

Bonnie L. Martin
Notary Public



BONNIE L. MARTIN, Notary Public
In and for the State of Ohio
My Commission Expires: 7-8-2006