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SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: **ASSIGNMENT** 

### **CONVEYING PARTY DATA**

Name	Execution Date
John M. Loberger	03/20/2002
David H. Roland	03/27/2002

#### **RECEIVING PARTY DATA**

Name:	Bradley Fixtures Corporation
Street Address:	W142 N9101 Fountain Blvd.
Internal Address:	P.O. Box 309
City:	Menomonee Falls
State/Country:	WISCONSIN
Postal Code:	53052-0309

#### PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	29209039

#### **CORRESPONDENCE DATA**

Fax Number: (414)297-4900

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Correspondent Name: Scott D. Anderson

777 E. Wisconsin Avenue Address Line 1: Address Line 2: Foley & Lardner LLP

Address Line 4: Milwaukee, WISCONSIN 53202-5306

NAME OF SUBMITTER: Scott D. Anderson

Total Attachments: 3

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> PATENT 500012224 REEL: 015369 FRAME: 0134

## ASSIGNMENT AND AGREEMENT

WHEREAS, John M. Loberger of W148 N10309 Windsong Circle East, Germantown, WI 53022 and David H. Roland of 676 Starlet Drive, Cedarburg, WI 53012; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled LAVATORY (Atty. Dkt. No. 063359-0258) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Bradley Fixtures Corporation, a corporation duly organized and existing under the laws of the State of Wisconsin, and having its principal place of business at P.O. Box 446, Menomonee Falls, WI 53052-0446 (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 protection for said invention or inventions, improvements, 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 20 day of MARCH, 2002.

ete of Wisconsin\_1

County of Wankesha

On this <u>ZO</u> day of <u>MANULA</u>, 20<u>OZ</u>, before me, a notary public in and for said county, appeared JOHN M. LOBERGER, 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

LOBERGER

My Commission Expires: 3-9-03

Executed this 27 day of MARCH, 2002

DAVID H BOLAND

State of Wisconsin

County of OZAUKEE

On this 2 Hay of Novel , 2002 before me, a notary public in and for said county, appeared DAVID H. ROLAND, 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.

Not

(Seal)

My Commission Expires: 3

**RECORDED: 11/17/2004**