



09-02-2004

9.3004

FORM PTO-1595 (Rev. 10/02)



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Docket No.: 66396-098

102828044

To the Honorable Commissioner for the attached original documents or copy thereto:

1. Name of Conveying Party(ies): Kenneth A. McQueeney, David B. Weiland and David G. Capitulo Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies): Name: Snap-on Incorporated Address: 10801 Corporate Drive Pleasant Prairie, WI 53158 Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance: [X] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [ ] Other Execution Date: 8/2/04, 8/3/04 and 7/31/04, respectively

4. Application number(s) or patent number(s): If the document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s). 10/670,395 filed 9/26/03 B. Patent No(s). Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: MCDERMOTT WILL & EMERY LLP Internal Address: Street Address: 600 13th Street, N.W. City: Washington State: D. C. Zip: 20005-3096

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41) \$40.00 [ ] Enclosed [X] Authorized to be charged to deposit account 8. Deposit account number: 500417

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. Stephen A. Becker, Reg. No. 26,527 August 30, 2004 Name and Registration No. of Person Signing Signature Date Total number of pages including cover sheet: 1 OMB No. 0651-0027 (exp. 6/30/2005)

09/01/2004 ECOOPER 00000099 500417 10670395 01 FC:8021 40.00 DA

ASSIGNMENT

WHEREAS WE, Kenneth A. MCQUEENY, David B. WEILAND, and David G. CAPITOLO of 12306 Indian Tr. Rd., Los Gatos, CA 95033; 568 Jonathan Way, Union City, CA 95587; and 5324 Shelby Ct. Fremont, CA 94536, respectively, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled EFFICIENT DIAGNOSIS OF FAULTY DISTRIBUTORLESS AND HYBRID IGNITION SYSTEMS, for which an application for United States Letters Patent was filed on September 26, 2003, and identified by United States Serial No. 10/670,395;

AND WHEREAS, Snap-on Incorporated, a corporation of the State of Delaware and having an address of 10801 Corporate Drive, Pleasant Prairie, Wisconsin 53158 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

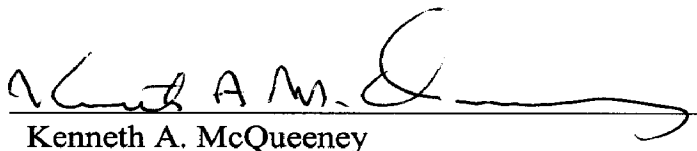
NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Snap-on Incorporated, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including the right of priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND We request the Commissioner for Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Snap-on Incorporated, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

08-02-2004

Date

  
Kenneth A. McQueeney

8-3-2004

David B Weiland

Date

David B. Weiland

Date

David G. Capitolo

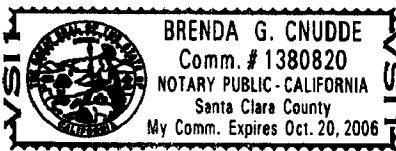
STATE OF CA )  
COUNTY OF SANTA CLARA ) SS:

On this 02<sup>ND</sup> day of AUGUST, 2004, before me personally appeared Kenneth A. McQueeney, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

Brenda Cnudde

Notary Public

SEAL



My commission expires 10/20/2006

STATE OF CA )  
COUNTY OF SANTA CLARA ) SS:

On this 3<sup>rd</sup> day of August, 2004, before me personally appeared David B. Weiland, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

Brenda M. Cnudde

Notary Public

SEAL



My commission expires 10/20/2006



ASSIGNMENT

WHEREAS WE, Kenneth A. MCQUEENY, David B. WEILAND, and David G. CAPITOLO of 12306 Indian Tr. Rd., Los Gatos, CA 95033; 568 Jonathan Way, Union City, CA 95587; and 5324 Shelby Ct. Fremont, CA 94536, respectively, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled EFFICIENT DIAGNOSIS OF FAULTY DISTRIBUTORLESS AND HYBRID IGNITION SYSTEMS, for which an application for United States Letters Patent was filed on September 26, 2003, and identified by United States Serial No. 10/670,395;

AND WHEREAS, Snap-on Incorporated, a corporation of the State of Delaware and having an address of 10801 Corporate Drive, Pleasant Prairie, Wisconsin 53158 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Snap-on Incorporated, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including the right of priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

AND We request the Commissioner for Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Snap-on Incorporated, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

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Date

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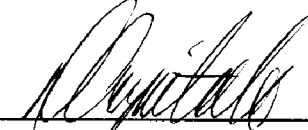
Kenneth A. McQueeney

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Date

David B. Weiland

7-31-04



Date

David G. Capitolo

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Kenneth A. McQueeney, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared David B. Weiland, to me known to be the person named in and who executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_