

9/10/00

09-22-2004

**RECORDATION**  
**PA**



102841186

22151 U.S. PTO  
29/212997



To the Honorable Commissioner of Patents and Trademarks.  
Please record the attached original document or copy thereof.

**1. Name of conveying party(ies):**

Brian J. Conaway, Terry M. Birchler, Bryan  
Martin Shova, Donald James Staufenberg and  
Joshua Michael Broehl

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

**2. Name and Address of receiving party(ies):**

Name: UnionTools, Inc.

Internal Address: \_\_\_\_\_

Street Address: 390 W. Nationwide Blvd.  
Columbus, Ohio 43215

**3. Nature of conveyance:**

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: September 7, 2004

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

**4. Application number(s) or patent number(s)**

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

A. Patent Application No.(s)  
29/200,435

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Belinda L. Reynolds, Legal Assistant

Internal Address: \_\_\_\_\_

Porter, Wright, Morris & Arthur LLP

Street Address: 41 South High Street

City: Columbus State: OH ZIP: 43215

**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: 16-2326**

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

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**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 documents.**

Richard M. Mescher

Name of Person Signing

Signature

September 10, 2004

Date

Total number of pages comprising cover sheet: 1

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

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

## ASSIGNMENT

Whereas, we, **Brian J. Conaway**, having a mailing address of 1827 King Avenue, Columbus, Ohio 43212, **Terry M. Birchler**, having a mailing address of 1688 Harrison pond Drive, New Albany, Ohio 43054, **Bryan Martin Shova**, having a mailing address of 485 East Beck Street, Apt. B, Columbus, Ohio 43206, **Donald James Staufenberg**, having a mailing address of 6407 Newgrange Drive, Dublin, Ohio 43016, and **Joshua Michael Broehl**, having a mailing address of 265 Longfellow Avenue, Worthington, Ohio 43085, have invented a certain new and ornamental improvements in an invention for a “**Leaf Rake**”, for which we are submitting a U.S. design patent application concurrently herewith (Porter, Wright, Morris & Arthur Docket No. 3984500-149029-2);

And whereas, **UnionTools, Inc.**, having a place of business 390 W. Nationwide Blvd., Columbus, Ohio 43215, is desirous of acquiring the entire right, title and interest in, to and under said invention and said patent application, any continuing applications, continuations-in-part, divisional applications, refiled or reissue applications made in the United States of America and all other Nations which may result from said invention and information disclosed in said application, and any and all patents which may be issued therefrom;

Now, therefore, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we, **Brian J. Conaway, Terry M. Birchler, Bryan Martin Shova, Donald James Staufenberg, and Joshua Michael Broehl**, do hereby sell, assign and transfer to **UnionTools, Inc.**, the entire right, title and interest, in and to our invention of a new and original design in and to a “**Leaf Rake**”, said application for letters patent, the invention therein described, and all rights appurtenant thereto and in all our applications related thereto, including each of the following: the right to apply for any utility or design patents for said invention in the United States of America and in any and all other nations, any and all other applications for patents on said invention including all divisional, renewal, substitute and continuation applications based in whole or in part upon said invention or upon said application or related thereto; any and all patents that may issue thereon in the United States and other Nations and any and all reissues, extensions, renewals, divisions, or continuations of patents granted for said inventions or upon said applications, to the full end of the term or terms for which said patent may be issued; and every priority or other right accorded by every international convention, treaty or agreement that is or may be predicated upon or arise from said invention, application and other applications or patent therefor, all to be held and enjoyed by **UnionTools, Inc.**, its successors and assigns, all the same as we would have held and enjoyed had this Assignment not been made.

We hereby authorize and grant the right to **UnionTools, Inc.**, to file and prosecute patent applications in any or all countries on all or any part of said invention in our names or in the name of **UnionTools, Inc.**, or otherwise, as **UnionTools, Inc.** may deem advisable under any international convention, treaty, or agreement or otherwise.

We hereby request and authorize the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other countries to grant, issue and transfer any patent for said invention to **UnionTools, Inc.** as assignee of the entire right, title and interests therein, in accordance with this instrument of assignment.

We hereby represent and warrant that there are no outstanding rights or interest inconsistent with the rights and interests granted herein; we covenant that we will not execute, grant, or transfer any rights or interests inconsistent herewith, we bind ourselves, our heirs, executors, administrators and legal representatives to execute and deliver to **UnionTools, Inc.**, and its successors and assigns, any further documents or instruments and to perform any and all acts that may be deemed necessary to enable it, and its successors and assigns, to file applications for patents for said invention in any country in which it may elect to file such application, and to vest in **UnionTools, Inc.**, and its successors and assigns, the title herein conveyed and intended to so be, and to enable such title to be recorded in the United States and each Nation in which each such application may be filed so that any patent issued thereon shall be issued to **UnionTools, Inc.**, and its successors and assigns; and we further covenant and agree, for ourselves and our executors, administrators and legal representatives, that we and they will, upon request, communicate to **UnionTools, Inc.**, and its successors and assigns, any facts relating to said invention and the history thereof, known to us or them and that we and they will testify as to the same in any proceeding, interference or litigation when requested to do so by **UnionTools, Inc.**, and its successors and assigns.

First Inventor:

**Brian J. Conaway**

Inventor's Signature:



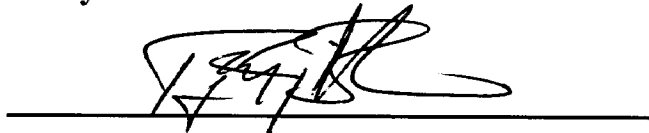
Date Signed:

9-7-04

Second Inventor:

**Terry M. Birchler**

Inventor's Signature:



Date Signed:

8-31-2004

Third Inventor:

**Bryan Martin Shova**

Inventor's Signature:

  
\_\_\_\_\_

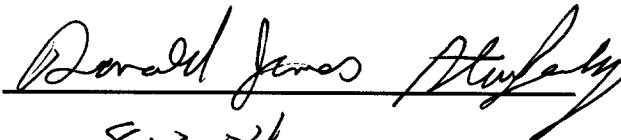
Date Signed:

8.2.2004

Fourth Inventor:

**Donald James Staufenberg**

Inventor's Signature:

  
\_\_\_\_\_

Date Signed:

8.2.04

Fifth Inventor:

**Joshua Michael Broehl**

Inventor's Signature:

  
\_\_\_\_\_

Date Signed:

8/2/2004