

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET
PATENTS ONLY

File No. LINI 5692; 5682; 5690; 5691

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)
Lincoln Automotive Company

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

2. Name and address of receiving party(ies)
Name: Lincoln Industrial Corporation
Internal Address: _____

3. Nature of conveyance/Execution Date(s):
Execution Date(s) June 13, 2005
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Confirmatory Assignment

Street Address: One Lincoln Way

City: St. Louis
State: Missouri
Country: US Zip: 63120-1578
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)

Additional numbers attached? Yes No

B. Patent No.(s)
6,135,327
D 427,864
5,924,602
D 409,059

5. Name and address to whom correspondence concerning document should be mailed:
Name: Donald W. Tuegel
Internal Address: Senniger Powers

Street Address: One Metropolitan Square
16th Floor
City: St. Louis
State: Missouri Zip: 63102
Phone Number: 314-231-5400
Fax Number: 314-231-4342
Email Address: uspatents@senniger.com

6. Total number of applications and patents involved: 4
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 160.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

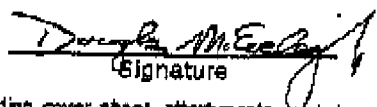
8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 19-1345
Authorized User Name Senniger Powers Leavitt &

9. Signature: Donald W. Tuegel 7/12/05
Signature Date
Donald W. Tuegel
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 15

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5955, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CH \$160.00 191346 6136327

EXHIBIT A

Form PTO-595 (Rev. 03/01) OMB No. 0851-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>McNeil (Ohio) Corp.</u>		2. Name and address of receiving party(ies) Name: <u>Lincoln Industrial Corporation</u> Internal Address: _____ _____ _____ Street Address: <u>One Lincoln Way</u> _____ _____ City: <u>St. Louis</u> State: <u>MO</u> Zip: <u>63120</u>			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____		Execution Date: <u>December 21, 2001</u>			
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)		B. Patent No.(s) <u>5924602</u> <u>6135327</u>			
Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Douglas Eveleigh</u> Internal Address: <u>Mayer Brown & Platt</u> _____ _____ Street Address: <u>P.O. BOX 2828</u> _____ _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60690-2828</u>		6. Total number of applications and patents involved: <u>3</u>			
		7. Total fee (37 CFR 3.41).....\$ <u>200.00</u> <input checked="" type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			
		8. Deposit account number: <u>13-0019</u> (Attach duplicate copy of this page if paying by deposit account)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
<u>Douglas Eveleigh</u> Name of Person Signing		 Signature		<u>January 8, 2001</u> Date	
Total number of pages, including cover sheet, attachments, and documents <u>8</u>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

Form PTO-1191
(Rev. 03/01)

RECORDATION FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies):

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

2. Name and address of receiving party(ies)

Name: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____

Name and address of receiving party(ies)

Name: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ ZIP: _____

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)

B. Patent No.(s)

D409059

D427864

6102676

Additional numbers attached? Yes No

EXHIBIT B

Docket No. 4034-4137

01-29-2001

FORM PTO-1000 (Rev. 9-2-01)

RE



SET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-16-01

101596195

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

1. Name of conveying party(ies):
McNeil (Ohio) Corporation

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

Name: Lincoln Automotive Company

Internal Address: 9231 Penn Avenue South

Bloomington, Minnesota 55431

Street Address: 9231 Penn Avenue South

City Bloomington State: Minnesota Zip: 55431

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

Additional name(s) of conveying party(ies) attached: Yes No

3. Nature of Conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: August 7, 2000

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)

09/184,655

09/431,428

B. Patent No.(s)

D.427,864

5,088,691

5,097,924

D.409,059

4,784,371

5,168,205

5,067,591

5,924,602

Additional numbers attached? Yes No

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

Name: Jeffrey H. Urian

Internal Address: 7733 Forsyth Boulevard, Suite 1400

Street Address: 7733 Forsyth Boulevard, Suite 1400

City: St. Louis State: MO ZIP: 63105

6.

Total number of applications and patents involved: 10

7. Total fee (37 CFR 3.41) \$ 400.00

Enclosed

Authorized to be charged to deposit account (if amount is insufficient)

B. Deposit account number:

18-1829

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

01/29/2001 JHRL:ANE 40060837 09164605

DO NOT USE THIS SPACE

FEES: 402.00

8. 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.

Jeffrey H. Urian
Name of person signing

Signature

Jan. 12, 2001
Date

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

OMB No. 0251-0011 (exp. 4/98)

22868.doc

PATENT
REEL: 011449 FRAME: 0613

PATENT
REEL: 016513 FRAME: 0347

CONFIRMATORY ASSIGNMENT

WHEREAS, Lincoln Automotive Company, formerly of 9231 Penn Ave. South, Bloomington, Minnesota 55431, a corporation formerly organized and existing under and by virtue of the laws of the State of Minnesota (hereinafter referred to as Assignor), by an assignment fully executed on December 21, 2001 and recorded at Reel 012506, Frame 0838 (a copy of which is attached hereto as Exhibit A), intended to transfer to Lincoln Industrial Corporation of One Lincoln Way, St. Louis Missouri 63120, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), all right, title and interest in and to certain patents relating to lubrication equipment, including the following four U.S. patents (hereinafter referred to as the Patents), and the inventions disclosed therein:

<u>Patent No.</u>	<u>Issued</u>	<u>Title</u>
D.409,059	May 4, 1999	Battery Operated Grease Gun
D.427,864	Jul. 11, 2000	Powered Grease Gun
5,924,602	Jul. 20, 1999	Air Operated Liquid Pump
6,135,327	Oct. 24, 2000	Battery Operated Grease Gun (formerly Appl. 09/164,655)

WHEREAS, through an error, the Patents were incorrectly identified on said Exhibit A assignment as being owned by McNeil (Ohio) Corp., when in fact the Patents were owned by Assignor by virtue of an assignment from McNeil (Ohio) Corp. which was fully executed on August 7, 2000 and recorded at Reel 011449, Frame 0614 (a copy of that assignment is attached hereto as Exhibit B);

NOW, THEREFORE, in order to correct said error, Assignor does hereby confirm that by the attached Exhibit A assignment, for the consideration of the sum of One Dollar and other good and valuable consideration recited in the attached Exhibit A assignment, the

receipt of all of which is hereby acknowledged, Assignor intended to transfer all right, title and interest in and to the Patents and the inventions disclosed therein to Assignee, and to the extent that the attached Exhibit A assignment was ineffective in doing so, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to the Patents and the inventions disclosed therein, any other United States applications (including divisional, continuing or reissue applications) based in whole or in part on said inventions, any foreign applications based in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof;

TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

AND Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed Assignor's right, title and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.

This deed is a **nunc pro tunc** assignment and shall be considered to have been made as of the 21st day of December, 2001.

Patent Assignment Agreement

THIS PATENT ASSIGNMENT AGREEMENT ("*Agreement*") is made and entered into by and between Lincoln Industrial Corporation ("*LI*"), a Minnesota Corporation having its principal place of business at One Lincoln Way, St. Louis, Missouri 63120, Lincoln Automotive Company ("*LA*"), a Minnesota corporation having its principal place of business at 9231 Fern Avenue South, Bloomington, Minnesota 55431 and McNeil (Ohio) Corp. ("*McNeil*"), a Minnesota corporation having its principal place of business at 1500 Country Road B2 West, St. Paul, Minnesota 55113-3105.

WHEREAS, *LI* is a wholly-owned subsidiary of Pentair, Inc. ("*Pentair*") doing business in the field of lubrication equipment; and

WHEREAS, *LA* is a wholly-owned subsidiary of Pentair doing business in the field of automotive service equipment; and

WHEREAS, *McNeil* is a wholly-owned subsidiary of Pentair dealing with lubrication equipment; and

WHEREAS, *LA* owns a series of patents relating to lubrication equipment; and

WHEREAS, *McNeil* owns a series of patents relating to lubrication equipment; and

WHEREAS, Pentair has decided to consolidate all lubrication equipment business in *LI*; and

WHEREAS, in view of such consolidation, it is the intent of the parties that *LA* assign to *LI* all *LA* Patents, and that *McNeil* assign to *LI* all *McNeil* Patents.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

- 1.1 "Agreement" is defined as in the preamble above.
- 1.2 "Effective Date" shall mean the date of the last signature of the parties written below; the date on which the Agreement is fully executed.
- 1.3 "LA" is defined as in the preamble above.
- 1.4 "LA Patents" shall mean the patents owned by LA which are assigned to LI in this Agreement, including those patents set forth in the attached Exhibit A of this Agreement.
- 1.5 "LI" is defined as in the preamble above.
- 1.6 "McNeil Patents" shall mean the patents owned by McNeil which are to be assigned to LI in this Agreement, including those patents set forth on the attached Exhibit B of this Agreement.
- 1.7 "McNeil" is defined as in the recitals above.

2. **REPRESENTATIONS AND WARRANTIES**

- 2.1 LA represents and warrants that as of the Effective Date, it owns all right, title, and interest throughout the world in and to the LA Patents.
- 2.2 Except to the extent the McNeil Patents have been previously assigned to Lincoln Industrial, McNeil represents and warrants that as of the Effective Date, it owns all right, title, and interest throughout the world in and to the McNeil Patents.

3. ASSIGNMENT

- 3.1 LA does hereby sell, assign, and transfer to LI, its successors and assigns, all of LA's right, title and interest throughout the world in and to the LA Patents, and all applications, divisions, renewals and continuations thereof, and all reissues and extensions thereof and all patents relating to the LA Patents in any country or countries foreign to the United States, including full rights to sue for and recover all profits and damages recoverable from past, present and future infringements of the LA Patents.
- 3.2 McNeil does hereby sell, assign, and transfer to LI, its successors and assigns, all of McNeil's right, title and interest throughout the world in and to the McNeil Patents, and all applications, divisions, renewals and continuations thereof, and all reissues and extensions thereof and all patents relating to the McNeil Patents in any country or countries foreign to the United States, including full rights to sue for and recover all profits and damages recoverable from past, present and future infringements of the McNeil Patents.
- 3.3 The parties agree that LI, its successors and assigns, shall own all right, title and interest throughout the world in and to the LA Patents and McNeil Patents and shall hold and enjoy the LA Patents and McNeil Patents as fully and entirely as the same would have been held and enjoyed by LA and McNeil had this assignment not been made.
- 3.4 LA and McNeil agree to execute all documents necessary for recordal in the United States Patent and Trademark Office to evidence the assignment of the LA Patents and McNeil Patents herein.

1001259

4. USE OF THE LA PATENTS AND MCNEIL PATENTS

4.1 McNeil hereby agrees to cease all use of the McNeil Patents assigned and transferred to LI herein. LA hereby agrees to cease all use of the LA Patents assigned and transferred to LI herein.

5. MISCELLANEOUS

- 5.1 Entire Agreement. This Agreement, including all attached Exhibits, shall constitute the entire agreement between the parties. To the extent the terms of this Agreement are inconsistent with prior agreements, this Agreement supercedes and replaces all prior oral or written understandings or agreements of the parties hereto relating to the subject matter herein.
- 5.2 Governing Law. The parties agree so far as possible to use every reasonable effort to settle any dispute or disagreement between them relative to this Agreement by amicable means and not to resort to legal action unless and until the parties have in good faith attempted to settle such disputes or disagreement amicably. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, and the parties hereby consent to jurisdiction and venue in the state and federal courts sitting in the State of Minnesota.
- 5.3 Severability. If one or more provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the

maximum extent allowed by law, and the invalid provision(s) shall be deemed severed from this Agreement.

5.4 Modifications and Amendments. This Agreement may not be modified or amended except in a writing subsequent to the Effective Date hereof and signed by both parties.

5.5 Exhibits. This Agreement includes Exhibits A and B, which are hereby incorporated by reference. Should the terms or provisions of this Agreement be found to conflict with any of the exhibits, the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

ASSIGNOR:

LINCOLN AUTOMOTIVE COMPANY
By: Louis L. Ainsworth
Name: Louis L. Ainsworth
Title: _____
Date: December 21, 2001

ASSIGNOR:

MCNEIL ONTO CORPORATION
By: Louis L. Ainsworth
Name: Louis L. Ainsworth
Title: _____
Date: December 21, 2001

ASSIGNEE:

LINCOLN INDUSTRIAL CORPORATION
By: Louis L. Ainsworth
Name: Louis L. Ainsworth
Title: Assistant Secretary
Date: December 21, 2001

1091299

EXHIBIT A

The LA Patents are as follows:

Australia	Powered Grease Gun	142159
France	Powered Grease Gun	PLEASE SUPPLY #
Germany	Powered Grease Gun	400 01 316
Italy	Powered Grease Gun	TO 2000 00000
Spain	Powered Grease Gun	147570
United Kingdom	Powered Grease Gun	2090245
U.S.	Composite Follower	5,037,009
U.S.	Lubricator and Vacuum Unit Console	5,322,444
U.S.	Grease Gun Locking Mechanism	5,826,753
U.S.	Air Operated Grease Gun	5,779,105
U.S.	Hose Reel Assembly	5,787,923

1001250

EXHIBIT B

The McNeil Patents are as follows:

Australia	Pump	30134/99
EP	Pump	99306232.2
JP	Pump	251499/1999
U.S.	Air Operated Liquid Pump	5,924,602
U.S.	Battery Operated Grease Gun	6,135,327
U.S.	Battery Operated Grease Gun	D 409,059
U.S.	Powered Grease Gun	D 427,864
U.S.	Pump	6,102,676

PATENT ASSIGNMENT
LINCOLN AUTOMOTIVE COMPANY

WHEREAS, McNeil (Ohio) Corporation of 90 South 7th Street, 36th Floor, Minneapolis, Minnesota 55402, a corporation created and existing under the laws of the State of Minnesota (hereinafter the "Assignor"), is the sole and exclusive owner, by assignment, of the entire right, title and interest in and to certain United States and foreign patents, patent applications, and the inventions disclosed therein (hereinafter the "Intellectual Property") listed on Schedule A attached hereto and made a part hereof; and

WHEREAS, Lincoln Automotive Company of 9231 Penn Avenue South, Bloomington, Minnesota 55431, a corporation created and existing under the laws of the State of Minnesota (hereinafter "Assignee") is desirous of acquiring all of Assignor's right, title and interest in and to said Intellectual Property.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) to the said Assignor in hand paid by the said Assignee, and other good and valuable consideration, the receipt and legal adequacy of which are hereby acknowledged, the said Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the said Assignee, its entire right, title and interest in and to the said Intellectual Property including divisionals, continuations, reissues, reexaminations and extensions to be obtained therefor in the United States and all foreign countries, the same to be held and enjoyed by the same Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Intellectual Property are or may be granted letter patents or reissued as fully and entirely as the same would have been held and enjoyed by the said Assignor, if this assignment and sale had not been made; together with all claims for damages by reason of past infringement of said Intellectual Property, with the right to sue for, and collect the same for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives.

And, said Assignor, hereby authorizes and requests the Commissioner of Patents or the foreign equivalent to issue any and all letters patent of the United States and foreign countries on said Intellectual Property or any divisionals, continuations, reissues or reexaminations thereof to the said Assignee as assignee of the entire right, title and interest, and hereby covenants that it has full right to convey the entire right, title and interest herein assigned and that it has not executed and will not execute any agreement in contradiction thereof.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its officers hereunto duly authorized this 17th day of August, 2000.

ASSIGNOR:
MCNEIL (OHIO) CORPORATION

By 
 Richard J. Cathcart, President

ATTEST:



 Roy T. Rueb, Secretary

11846.doc

PATENT
REEL: 011449 FRAME: 0614

PATENT
REEL: 016513 FRAME: 0358

SCHEDULE A

The letters patent and applications for letters patent in the United States and all foreign countries are as follows:

Patent No./Serial No.	Country	Title
D 427,864	United States	Powered Grease Gun
412/2000	Australia	Powered Grease Gun
400 01 316.9	Germany	Powered Grease Gun
TO200003000031	Italy	Powered Grease Gun
147570	Spain	Powered Grease Gun
00 0822	France	Powered Grease Gun
2090245	United Kingdom	Powered Grease Gun
5,088,691	United States	Hydraulic Apparatus Including a Hydraulic Fluid Flow Control Cartridge
1,275,092	Canada	Hydraulic Apparatus Including a Hydraulic Fluid Flow Control Cartridge
NI-26965	Taiwan	Hydraulic Apparatus Including a Hydraulic Fluid Flow Control Cartridge
5,097,924	United States	Muffler for a Compressed Air Driven Motor
US/ 90/02,461	EP-PCT	Muffler for a Compressed Air Driven Motor
D409,059	United States	Battery Operated Grease Gun
09/164,655	United States	Battery Operated Grease Gun
4,784,371	United States	Hydraulic Jack Having a Small Diameter Bleed Port in the Cylinder Wall
5,168,205	United States	Method and Apparatus for Charging a Battery in High Amp and Automatic Charging Modes
09/431,428	United States	Simplified Hydraulic Circuit for a Quick-Rise Hydraulic Lifting Jack
5,067,591	United States	Combination Air/Manual Economy Grease Dispenser
NI-35601	Taiwan	A Method for Forming a Small Diameter Bleed Port in a Hydraulic Cylinder Wall
5,924,602	United States	Air Operated Liquid Pump

11855.doc

RECORDED: 01/16/2001

PATENT
REEL: 011449 FRAME: 0615

RECORDED: 07/12/2005

PATENT
REEL: 016513 FRAME: 0359