103007281

**PATENTS ONLY** 

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF

: Eros Foscan et al.

FOR

: CLAMP FOR A KEY CUTTING

MACHINE

SERIAL NO.

11/024,219

**FILED** 

: December 28, 2004

**EXAMINER** 

Unknown

**ART UNIT** 

3722

CONFIRMATION NO.

2817

ATTORNEY DOCKET NO.

BGEE 2 00053

# ASSIGNMENT RECORDATION FORM COVER SHEET

U.S. Patent and Trademark Office MAIL STOP ASSIGNMENT SERVICES DIVISION P.O. Box 1450

Alexandria, VA 22314

To the Director of the U.S. Patent and Trademark Office:

Please record the attached documents.

1. Name of Conveying Party(ies) Execution Date(s):

**Eros Foscan** Ladd-E Urbas **April 15, 2005** 

**April 14, 2005** 

Name and address of Receiving Party(ies): 2.

> Key Line S.R.L. Via Camillo Bianchi 2 31015 Conegliano (Treviso) Italy

00000080 11024219

01 FC:8021

3.	Nature of conveyance:  Assignment				
4.	Application or patent number(s):				
	This document is being filed together with a new application.				
	A. Patent Application No.(s)  B. Patent No.(s)				
	11/024,219				
5.	Name and address to whom correspondence concerning document should be mailed:				
	Erik J. Overberger, Esq. Fay, Sharpe, Fagan, Minnich & McKee, LLP 1100 Superior Avenue Seventh Floor Cleveland, OH 44114-2518 Phone Number: 216-861-5582 Fax Number: 216-241-1666 Email Address: eoverberger@faysharpe.com				
6.	Total number of applications and patents involved: 1				
7.	Total fee (37 CFR 1.21(h) & 3.41 \$40.00  ☐ Authorized to be charged to deposit account no. 06-0308 ☐ Authorized to be charged by credit card ☐ Enclosed				
8.	Please charge any additional fees or credit overpayment to Deposit Account No. 06-0308.				

9.	•	nd belief, the foregoing information is true and a true copy of the original document.	
10.	Total number of pages includir enclosed: 7	ng cover sheet, attachments, and documents	
		Respectfully submitted,	
		FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP	
May 1 Date	<u>16, 2005</u>	Robert V. Vickers, Reg. No. 19,504 Erik J. Overberger, Reg. No. 48,556 1100 Superior Avenue	
		Seventh Floor Cleveland, OH 44114-2518 216-861-5582	
	CERTIFICATE	OF MAILING	
I certify ⊠	deposited with the United States Postal S addressed to U.S. Patent and Tradema	r Sheet and accompanying document(s) are being Service as First Class mail under 37 C.F.R. § 1.8, rk Office, MAIL STOP ASSIGNMENT SERVICES	
	DIVISION, P.O. Box 1450, Alexandria, VA 2: transmitted via facsimile to the U.S. Patent	2314 on the date indicated below. t and Trademark Office, Assignment Division on the	
	date indicated below to facsimile number 703-306-5995. deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 C.F.R. 1.10 on the date indicated below and is addressed to U.S. Patent and Trademark Office, MAIL STOP ASSIGNMENT SERVICES DIVISION, P.O. Box 1450, Alexandria, VA 22314 on the date indicated below.		
	Express Mail Label No.:	Signature	
		Childry M. Olason	
May 10	Date 6, <b>2005</b>	Printed Name Audrey M. Dragony	

FILENAME \p N:\BGEE\200053\AMD0004310V001.doc

Attorney Docket No.: BGEE 2 00053

### **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Eros Foscan** of Via Roma 28, 31010 Mareno di Piave (TV), Italy and **Ladd-E Urbas** of 6949 Weatherby Dr., Mentor, Ohio 44060 who has/have created a certain invention for which a U.S. Patent Application has been

$\boxtimes$	execute	ed concurren	itly herewith
	execute	ed on	
	filed	, 200	and assigned Application Serial No

and is entitled

#### CLAMP FOR A KEY CUTTING MACHINE FOR THE DUPLICATION OF KEYS

hereby sell, assign and transfer to Key Line S.R.L., ("Assignee"), having a place of business at Via Camillo Bianchi 2, 31015 Conegliano (Treviso), Italy, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including the provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventors if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees,

or other legal representatives desire to file a disclaimer relating thereto, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventors or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at	on 0 4/15	, 2005.
Signed at	Eros Foscan	_1_
Printed Name:		
Printed Name:		
Signed at	_ on	, 2005.
Witnesses:	Ladd-E Urbas	
Printed Name:	_	
Printed Name:	_	

 $\hfill\Box$  FILENAME \p N:\BGEE\200053\AMD0003666V001.doc  $\hfill\Box$ 

Attorney Docket No.: BGEE 2 00053

## **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Eros Foscan** of Via Roma 28, 31010 Mareno di Piave (TV), Italy and **Ladd-E Urbas** of 6949 Weatherby Dr., Mentor, Ohio 44060 who has/have created a certain invention for which a U.S. Patent Application has been

$\boxtimes$	execute	ed concurren	itly herewith
	execute	ed on	
	filed	, 200	and assigned Application Serial No

and is entitled

#### CLAMP FOR A KEY CUTTING MACHINE FOR THE DUPLICATION OF KEYS

hereby sell, assign and transfer to Key Line S.R.L., ("Assignee"), having a place of business at Via Camillo Bianchi 2, 31015 Conegliano (Treviso), Italy, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including the provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventors if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees,

or other legal representatives desire to file a disclaimer relating thereto, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventors or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at	on	, 2005.
Witnesses:	Eros Foscan	
Printed Name:	_	
Printed Name:		
Signed at 4:50 pm	on 4-14-05	, 2005.
Witnesses:  Mark Dr Kright  Printed Name:	Laad-E Urbas	
T. Watson Boxley Printed Name:	2 and 33	

FILENAME \p N:\BGEE\200053\AMD0003666V001.docl

**RECORDED: 05/19/2005**