

Client/Matter No. 9727/92

### RECORDATION FORM COVER SHEET PATENTS ONLY

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)/Execution Date:**

JAMES S. ALLEMAND  
EXECUTION DATE: NOVEMBER 14, 2005

Additional name(s) of conveying party(ies) attached?

Yes  No

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

Name: SWANSON TOOL CO., INC.

Internal Address:

Street Address: 211 Ontario Street

City: Frankfort

State: IL

Country: US Zip: 60423

Additional name(s) and addresses attached?  Yes  No

**3. Nature of Conveyance:**

Execution Date(s): November 14, 2005

- Assignment
- Security Agreement
- Government Interest Assignment
- Change of Name
- Merger
- Other
- Executive Order 9424, Confirmatory License
- Joint Research Agreement

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

A. Patent Application No.(s)

This document is being filed together with a new application.

B. Patent No.(s)  
6,868,616

Additional numbers attached?  Yes  No

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

BRINKS HOFER GILSON & LIONE  
P.O. BOX 10395  
CHICAGO, IL 60610  
(312) 321-4200  
(312) 321-4299 Fax

**6. Total number of applications and patents involved: \_\_\_\_\_**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- Authorized to be charged by credit card.
- Authorized to be charged to Deposit Account No. 23-1925.
- Enclosed
- None required (government interest not affecting title)

**8. Payment Information:**

- a.  Credit Card: Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_
- b.  Charge fee and/or any Deficiencies to Deposit  
Account Number: 23-1925  
Authorized User Name: Brinks Hofer Gilson & Lione

**9. Signature:**

*Mircea A. Tipescu*  
Signature

11-21-05

Date

Mircea A. Tipescu

Total number of pages including cover

Name of Person Signing

sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700226464

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CH \$40.00 231925 6868616

Case No. 9727/92**ASSIGNMENT**

WHEREAS, James S. Allemand, hereinafter called the "Assignor," has made the invention described in United States patent No. 6,868,616, issued March 22, 2005, entitled Builder's Measuring and Marking Tool;

WHEREAS, Swanson Tool Co. Inc., a corporation organized and existing under the laws of the State of Illinois, having a place of business at 211 Ontario Street, Frankfort, Illinois, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in and to the invention and the United States Patent identified above, and all patents which may be obtained for said invention, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee, the entire right, title and interest for the United States in and to the invention and the United States patent identified above; together with the entire right, title and interest in and to said invention and all patent applications and patents therefor in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the patent applications and patents defined above; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the prosecution of the patent application identified above; in the making and prosecution of any other patent applications that the Assignee may elect to make covering the invention identified above; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents; and in the prosecution of any interference which may arise involving said invention, or any such patent application or patent; and that the Assignor will execute and deliver to the

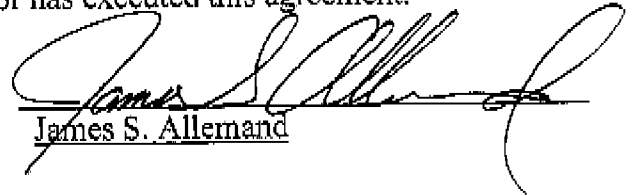
Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignor has executed this agreement.

DATED:

11/14/05

  
James S. Allemand

STATE OF Illinois)  
 ) ss.  
 COUNTY Will)  
 OF

I, Trena M. Julian, a Notary Public in and for the County and State aforesaid, do hereby certify that James S. Allemand, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 14 day of November, 2005.

Trena M. Julian  
 Notary Public

My Commission Expires: 5-16-09

