08-11-2006

**PATENTS ONLY** 

IN 1... \_ .... 103289960, ...... AND TRADEMARK OFFICE

APPLICANT(S)

Brian M. Adkins et al.

**FOR** 

**BASIN WRENCH** 

SERIAL NO.

Unknown

**FILED** 

Herewith

**EXAMINER** 

: Unknown

**ART UNIT** 

Unknown

CONFIRMATION NO.

: Unknown

ATTORNEY DOCKET NO.

RTEE 2 00066

## ASSIGNMENT RECORDATION FORM COVER SHEET

U.S. Patent and Trademark Office

P.O. Box 1450

Alexandria, VA 22313-1450

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):

Brian M. Adkins

August 4, 2006

Steven M. Macsay

August 4, 2006

Glen R. Chartier

August 4, 2006

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

Emerson Electric Co. 8000 W. Florissant Avenue St. Louis, MO 63136

08/08/2006 JBALINAN 00000069 29264173

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US

**PATENT** 

**REEL: 018162 FRAME: 0943** 

29/264173

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)						
5.	Address to whom correspondence concerning document should be mailed:						
	Customer Number 027885  Fay, Sharpe, Fagan, Minnich & McKee, LLP  1100 Superior Avenue  Seventh Floor  Cleveland, OH 44114-2579  Phone Number: 216-861-5582  Fax Number: 216-241-1666  Email Address: mhudzinski@faysharpe.com						
6.	Total number of applications and patents involved: 1						
7.	Total fee (37 CFR 1.21(h) & 3.41 \$40.00  Payment for the filing of this Assignment is authorized to be charged to a Credit Card. The appropriate form PTO-2038 is enclosed for this purpose. If the Credit Card is unable to be charged, please charge any and all fees or credit any overpayment to Deposit Account No. 06-0308.						
8.	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						

9. Total number of pages includir enclosed: <u>6</u> .	ng cover sheet, attachments, and documents			
	Respectfully submitted,			
<u>August 4, 2006</u> Date	FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP  Michael E. Hudzinski, Reg. No. 34,185  Jonathan A. Withrow, Reg. No. 54,548  1100 Superior Avenue Seventh Floor Cleveland, OH 44114-2579  216-861-5582			
CERTIFICATE OF	MAILING OR TRANSMISSION			
hereby certify that this correspondence (and any item referred to herein as being attached or enclosed) is (are) deposited with the United States Postal Service "Express Mail" service under 37 CFR 1.10, addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date indicated below.  transmitted to the USPTO by fax (571-273-0140) in accordance with 37 CFR 1.18 on the date indicated below.				
Express Mail Label No.: EV830318338US	Signature: De Deux M. D. Ralony			
Date: August 4, 2006	Name: Audrey M. Dragony			

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Attorney Docket No.: RTEE 2 00066

## **ASSIGNMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Brian M. Adkins** of 5018 Fleming Ave., Lorain, Ohio 44055; **Steven M. Macsay** of 10781 Pebble Brook Lane, Strongsville, Ohio 44149; and **Glen R. Chartier** of 646 Parkside Dr., Avon Lake, Ohio 44012 ("Inventor(s)") who has/have created a certain invention for which a U.S. Patent Application has been

execute	d concurrently herewith
execute	d on
filed	, and assigned Application Serial No.

and is entitled

## **BASIN WRENCH**

hereby sell, assign and transfer to Emerson Electric Co., ("Assignee"), a corporation of the State of Missouri, having a place of business at 8000 W. Florissant Avenue. St. Louis, MO 63136, 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 any provisional application(s) 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 Inventor(s) 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 Inventor(s) could have done if the foreign application had been filed in the names of the Inventor(s), and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventor(s) authorize(s) and request(s) 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 Inventor(s) covenant(s) that Inventor(s) has/have the full right to convey the said entire interest herein assigned and that Inventor(s) has/have not executed and will not execute any agreement in conflict herewith, and Inventor(s) will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to

> PATENT REEL: 018162 FRAME: 0946

Inventor(s) 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, Inventor(s) will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer; and

Inventor(s) further covenant(s) and agree(s) that Inventor(s) 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 Inventor(s) 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 the City of EURIA on this 4th day of Fugust	State of OHIO				
on this 4 day of Fugust	, 2006.				
	Brian M. Adkins				
State of OHIO	) )ss:				
County of LORAIN	)				
On this 4th day of AUGUST, 2006 before me personally came Brian M. Adkins, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged execution of the same.					

Seal

JENNIFER L. CLOUSER

Notary Public, State of Ohio

My Commission Expires 11-14-6

Signed at the	e City of _	EURIA	State of OHIO
on this 년 <sup>까</sup>	day of _	AUGUST	, 2006.
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			Las Pres
			Steven M. Macsay
			•
State of	OHIO		· <b>)</b>
	_		)ss:
County of	LORAL	7	
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On th	15 4 <sup>4 h</sup>	lay of Augu	. 2006 before me
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			The see lawy
			Notary Public OFKA The The Transfer Tours
			SOUNTER L. GLOUSER
Seal			clotary Public, State of Ohio
			My Commission Expires 11-14-07
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Signed at th	ne City of _	ELYRIA	State of OH10
on this 4th	day of	AUGUST	, 2006.
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, \$75			Glen R. Chartier
State of	0H10		<b>)</b>
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			Notary Public FKA: Jerrifu & Clouse
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Seal			JENNIFER L. CLOUSER
			Notary Public, State of Ohio My Commission Expires 11-14-07

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**PATENT REEL: 018162 FRAME: 0948** 

RECORDED: 08/04/2006