

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

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

## 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)

Ernest M. McDonald II  
Eugene A. Dylewski II  
John E. Knudson

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

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) September 29, 2006

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

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

Name: Utilmaster Corporation

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

Street Address: 65906 State Road 19

City: Wakarusa

State: Indiana

Country: US Zip: 46573

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)

11/086,041

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Keith J. Swedo

Internal Address: Suite 3500

Street Address: One Indiana Square

City: Indianapolis

State: Indiana Zip: 46204

Phone Number: 317-713-3500

Fax Number: 317-713-3699

Email Address: kswedo@sommerbarnard.com

### 6. Total number of applications and patents involved: one

### 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- ☐ 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 50-1438

Authorized User Name Keith J. Swedo

### 9. Signature:

Keith J. Swedo  
Signature

Sep. 29, 2006  
Date

Keith J. Swedo, Reg. No. 43,176

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

four

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, V.A. 22313-1450

700289545

PATENT  
REEL: 018336 FRAME: 0223

## PATENT ASSIGNMENT

THIS ASSIGNMENT, by Ernest M. McDonald II having an address at 10630 Dunn Road, Osceola, IN 46561, Eugene A. Dylewski II having an address at 50627 Cherry Road, Granger, IN 46530, and John E. Knudtson having an address at 10544 North Pheasant Cove Drive, Granger, IN 46530 (hereinafter collectively referred to as the "Assignors"), witnesseth:

WHEREAS, said Assignors have made the invention(s) described in the United States Patent Application Publication No. 2005/0211140, Application No. 11/086,041, entitled Shelf Assembly, filed March 22, 2005; and

WHEREAS, Utilimaster Corporation, a Delaware corporation (hereinafter referred to as the "Assignee") desires to acquire the entire right, title and interest in and to the invention and the patent application identified above, and all patents which may be obtained for said invention embodied in said application;

NOW, THEREFORE, for good, valuable and legally sufficient consideration for said Assignors, the receipt of which is hereby acknowledged by said Assignors, said Assignors have sold, assigned, transferred and set over, and as demonstrated by this Assignment do sell, assign, transfer and set over unto said Assignee, the entire right, title and interest in and to the above-mentioned inventions, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor or thereon, and in and to any and all divisions, continuations and continuations-in-part of any such application, or reissues, reexaminations, renewals and extensions of said Letters Patent or Patents; and the full right to claim for any such applications all benefits and priority rights under any applicable convention, treaty or legislation, and the right to sue and obtain relief, including damages, profits and an injunction, for any infringement occurring before or after issuance of said Letters Patent or Patents; the same to be held and enjoyed 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 which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the Assignors had this Assignment not been made.

For the above-recited consideration, said Assignors hereby covenant, warrant and agree that, at the time of execution and delivery of this Assignment, (s)he is a lawful owner of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

For the above-recited consideration, said Assignors hereby covenant and agree to execute and deliver to the Assignee, its successors, legal representatives or assigns, all papers and documents that may be required to carry out the terms of this Assignment, and take all lawful oaths, provide testimony, and do all lawful acts necessary or required to be done to reasonably assist said Assignee, its successors, legal representatives or assigns in any interference, litigation or other proceeding in any country concerning or in connection with any inventions, patent applications, Letters Patent or Patents assigned hereunder; or for the prosecution, procurement, maintenance, enforcement and defense of Letters Patent or Patents for said inventions and patent applications, or to carry out the terms of this Assignment, or vest in the Assignee, its successors and assigns, exclusive title in and to all inventions, patent applications, Letters Patent or Patents assigned hereunder, without further compensation from said Assignee, its successors, legal representatives or assigns, except for reasonable costs and expenses of the Assignors incident to such assistance and approved in writing by said Assignee, its successors, legal representatives or assigns before any such costs or expenses are incurred.

Said Assignors hereby authorize and request the Commissioner of Patents to issue said Letters Patent or Patents of the United States to **Utilmaster Corporation** as the Assignee of said invention, patent application and the Letters Patent or Patents to be issued thereon for the sole use of **Utilmaster Corporation**, its successors and assigns in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, said Assignors have executed this Assignment.


29-Sep-06  
Date

  
Ernest M. McDonald II

09/29/06  
Date

  
Eugene A. Dylewski II

9.29.06  
Date

  
John E. Knudtson

**UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of )  
Ernest M. McDonald II et al. ) Group Art Unit:  
Serial No.: 11/086,041 ) Examiner:  
Filed: March 22, 2005 )  
Title: SHELF ASSEMBLY )

**Certificate of Transmission Under 37 CFR § 1.8**

Commissioner for Patents  
Assignment Division  
P.O. Box 1450  
Alexandria, VA 22313-1450

I hereby certify that this correspondence is being transmitted by facsimile to the  
Assignment Division at 571-273-0140 on September 29, 2006.

Keith J. Swedo  
Keith J. Swedo  
Reg. No. 43,176

Sep. 29, 2006  
Date of Signature

SOMMER BARNARD PC  
One Indiana Square, Suite 3500  
Indianapolis, IN 46204  
(317) 713-3446 (telephone)  
(317) 715-4545 (facsimile)