

WEMMH Form PTO-1596 (Rev. 07/05)  
OMB No. 0851-0027 (exp. 6/30/2008)

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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(s)**  
James C. Esler January 13, 2006  
James R. Anthony January 20, 2006  
David D. Merrick February 27, 2006  
Guy R. Dingman January 23, 2006

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

**3. Nature of conveyance:**  
Execution Date(s) February 27, 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: Indiana Mills & Manufacturing, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 18881 U.S. 31 North  
P.O. Box 408  
City: Westfield  
State: Indiana  
Country: USA  
Zip: 46074-0408

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) 11/302,933  
B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: John V. Moriarty, Reg. No. 26 207  
Internal Address: Woodard, Emhardt, Moriarty, McNett & Henry, LLP  
Street Address: Chase Tower  
111 Monument Circle, Suite 3700  
City: Indianapolis  
State: Indiana Zip: 46204-5137  
Phone Number: (317) 634-3456  
Fax Number: (317) 637-7561  
Email Address: docketDept@uspatent.com

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

**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 1359  
Expiration Date April 2010  
b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** John V. Moriarty January 24, 2007  
Signature Date  
John V. Moriarty  
Name of Person Signing  
Total number of pages including cover sheet, attachments, and documents:

Document to be recorded (including cover sheet) should be faxed to (571) 273-0141 or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CERTIFICATE OF MAILING OR TRANSMISSION**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, or facsimile transmitted to the U.S. Patent and Trademark Office on:

Name (Print/Type)	<u>John V. Moriarty</u>	Date	<u>January 24, 2007</u>
Signature	<u>John V. Moriarty</u>		

442127

WEMMH #234744 (Updated 7/05)

CIP \$40.00 11302933

## ASSIGNMENT TO BUSINESS CONCERN

Attorney Docket No.: 2835-79206

Client Reference No.: \_\_\_\_\_

## A S S I G N M E N T

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid to each of the undersigned,

Name(s) of Inventor(s) James C. ESLER, Michael A. WISEMAN  
James R. ANTHONY, David D. MERRICK  
 \_\_\_\_\_ and  
Guy R. DINGMAN

maker(s) of an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled

Title of Application LOAD CONTROL DEVICE

the undersigned hereby sell(s), assign(s), and set(s) over to

Name of Assignee Indiana Mills & Manufacturing, Inc.

Address of principal place of business 18881 U.S. 31 North, P.O. Box 408  
Westfield, IN 46074-0408

Insert State of Incorporation (if applicable) or "Not Applicable" a corporation of Indiana

(hereinafter designated as the Assignee) their entire right, title, and interest in, to, and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all Letters Patent of the United States and of all other countries, including Canada, which may be granted for such inventions, or any of them, all such inventions and all rights in such Application and Letters Patent to be held and enjoyed by Assignee for its own use and enjoyment to the full end of the term or terms for which such Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by them had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) in the United States and foreign countries and any continuing, divisional, or reissue applications thereof, and any reexamination of any of such applications, and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared or litigation concerning the application(s) or continuation, division, reissue, or reexamination thereof, and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or litigation.

The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

ASSIGNMENT TO BUSINESS CONCERN

The undersigned agree(s) to do all other acts which, in the opinion of Assignee, may be necessary or desirable to secure the grant of Letters Patent to Assignee or its nominees, in the United States and in all other countries where Assignee may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee or its nominees the full and complete legal and equitable title to all such Letters Patent.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said application(s) or any division or divisions or continuing or reissue applications thereof, and any reexamination of any of such applications, to the said Assignee, as Assignee of the entire interest, and hereby covenants that the undersigned has full right to convey the interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the attorney of record the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, I have executed this assignment at IMMI  
this 13th day of Jan, 2006

Outside the USA: \_\_\_\_\_  
Witnesses are \_\_\_\_\_  
required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

[Signature]  
Inventor (Signature)  
\_\_\_\_\_  
James C. ESLER  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana  
COUNTY OF Hamilton

SS: 308-70-3618

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 13th day of Jan, 2006

[Signature]  
Notary Public  
Judy Miller  
Printed Name  
Resident of Hamilton County

My Commission Expires: March 15, 2007

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Outside the USA: \_\_\_\_\_  
Witnesses are \_\_\_\_\_  
required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

\_\_\_\_\_  
Michael A. WISEMAN  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
  } SS:  
COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at PMNT  
this 20th day of Jan 2006

Outside the USA: \_\_\_\_\_  
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required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

\_\_\_\_\_  
James R. ANTHONY  
Inventor (Printed Name)

STATE OF Indiana }  
  } SS: 308-70-3618  
COUNTY OF Hamilton }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 20th day of Jan 2006

\_\_\_\_\_  
Notary Public

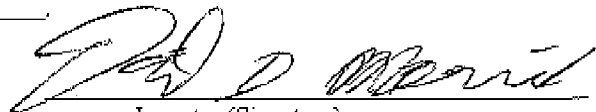
\_\_\_\_\_  
Printed Name

Resident of Hamilton County

My Commission Expires: 3-15-2007

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Outside the USA: \_\_\_\_\_  
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required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

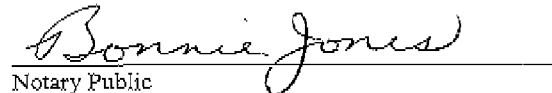
  
Inventor (Signature)

David D. MERRICK  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }  
                                  } SS:  
COUNTY OF Hamilton }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 27<sup>th</sup> day of February, 2006.

  
Notary Public

Bonnie Jones  
Printed Name

My Commission Expires: 2/15/08

Resident of Hamilton County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Outside the USA: \_\_\_\_\_  
Witnesses are \_\_\_\_\_  
required when \_\_\_\_\_  
acknowledgment \_\_\_\_\_  
before a Notary \_\_\_\_\_  
Public is not \_\_\_\_\_  
feasible. \_\_\_\_\_  
Witness

\_\_\_\_\_  
Inventor (Signature)

Guy R. DINGMAN  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
                                  } SS:  
COUNTY OF \_\_\_\_\_ }

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_

Outside the USA: \_\_\_\_\_  
Witnesses are required when acknowledgment before a Notary Public is not feasible.  
Witness \_\_\_\_\_  
Witness \_\_\_\_\_

\_\_\_\_\_  
Inventor (Signature)  
\_\_\_\_\_  
David D. MERRICK  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }

SS:

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires: \_\_\_\_\_

Resident of \_\_\_\_\_ County

IN WITNESS WHEREOF, I have executed this assignment at \_\_\_\_\_ IMI  
this 23rd day of January 2006

Outside the USA: \_\_\_\_\_  
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Witness \_\_\_\_\_  
Witness \_\_\_\_\_

Guy R. DINGMAN  
Inventor (Signature)

Guy R. DINGMAN  
Inventor (Printed Name)

ACKNOWLEDGMENT

STATE OF Indiana }  
COUNTY OF Hamilton }

SS: 308-70-3618

Acknowledged before me, a Notary Public, within and for said County and State. Witness my hand and Notarial Seal  
this 23rd day of Jan. 2006

Judy Miller  
Notary Public

Judy Miller  
Printed Name

My Commission Expires: 3-15-2007

Resident of Hamilton County

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U.S. Application Serial No. 11/302,933

Filing Date 14 December 2005