03-07-2007

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT(S)

NANDKUMAR, et ai.

FOR

TUBING CUTTER

SERIAL NO.

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Unknown

ART UNIT

Unknown

CONFIRMATION NO.

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RTEE 2 00048

ASSIGNMENT RECORDATION FORM COVER SHEET

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1. Name of Conveying Party(ies):

Execution Date(s):

Nyayadhish Sunil Nandkumar Pathak Sanjay Sitacharan David Lee Machovina February 13, 2007 February 13, 2007

David Lee Machovina Steven Michael Macsay January 29, 2007 January 29, 2007

Glen Richard Chartier

January 29, 2007

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

)2/22/2007 HLE333

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

> PATENT REEL: 019003 FRAME: 0128

3.	Nature of conveyance: Assignment Security Agreement Other:	☐ Chang	ge of Name er	
4.	Application or patent number(s):			
		d together with a ne	w application.	
	A. Patent Application No.(s)	B. Patent No	o.(s)	
5.	Address to whom correspondence	e concerning docum	ent should be maile	d:
	Fay 1100 Si Sev Cleveland Phone Num Fax Numb	MER NUMBER 0276 Sharpe LLP uperior Avenue venth Floor , OH 44114-2579 lber: 216-861-5582 ler: 216-241-1666 hudzinski@faysharp	•	
6.	Total number of applications and	patents involved:	<u>1</u>	
7.	Total fee (37 CFR 1.21(h) & 3.41 Payment for the filing of the Credit Card. The appropriate PT unable to be charged, pleas overpayment to Deposit Accourage required by this communication, possible.	O form 2038 is encl e charge any an nt No. <u>06-0308</u> . If	osed. If the Credit d all fees or cre there are any addition	Card is edit any onal fees

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- 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 including cover sheet, attachments, and documents enclosed: 9.

Respectfully submitted,

FAY SHARPE LLP

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Michael E. Hudzinski, Reg. No. 34,185

1100 Superior Avenue

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216-861-5582

CERTIFICATE OF MAILING OR TRANSMISSION			
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Date: February 20, 2007		Name: Barbara Brazier	

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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, Nyayadhish Sunil Nandkumar of Shukleshwar Mandir, Fazilpura, Aurangabad 431 001, Maharashtra, India, Pathak Sanjay Sitacharan of B-7, Priyadarshan Apartment, Pashan-sus Road, Pashan, Pune, Maharashtra, India, David Lee Machovina of 454 Oxford Avenue, Elyria, OH 44035, Steven Michael Macsay of 10781 Pebble Brook Lane, Strongsville, OH 44149, and Glen Richard Chartier of 646 Parkside Drive, Avon Lake, OH 44012, ("Inventor(s)") who has/have created a certain invention for which a U.S. Design Patent Application has been

\boxtimes	execute	ed concurrently herewith
	execute	ed on
	filed	, and assigned Application Serial No

and is entitled

TUBING CUTTER

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

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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 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	PUNE	on	
		the said	/ ·
		Nyayadhis	h Sunil Nandkumar
Witnesses:			
	John J.		
	<u></u>	•	
Printed Name:	Jethliya Rajesh Radh	<u>eshyam</u>	
	La L		

Printed Name: Yeole Ganesh Raghunath

Signed at	PUNE	on	13th FEB	, 2007.
		æ	Law	
,		Pathak Sa	njay Sitacharan	
Witnesses:	SHA	ist.		
Printed Name	e: Jethliya Rajesh I	Radheshyam		
		/		
Printed Name	e: Yeole Ganesh R	aghunath		

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Signed at the City of <u>ENRIA</u> on this <u>29^{+N}</u> day of <u>JANUARI</u>	State of <u>OHIO</u> , 2007.
	ee Machovina
State of OHIO)	
County of LOPAIN)	•
On this 27th day of JANUARY personally came David Lee Machovina ,to me and who executed the foregoing instrument, and	
Notary	Public FKA: Juniou & Clouse
Seal	Act of February Public, State of Ohio Ally Commission Expires 11-14-07

Signed at the City of on this <u>29th</u> day of	ELYRIA JANUARY	State of <u>oH</u>	10
	Si	teven Michael Macsay	
State of OHIO)		
County of LORAIN)s:)	s:	
personally came Steve		, 2007 to me known to be the incument, and acknowledged	dividual described
Seal	No	otary Public FKA The Control of C	lisër
		Commission Expires	11-14-01

Signed at the City of	ELYRIA	State of	OHIO
Signed at the City of _ on this <u>221111</u> day of _	JANUARY	, 2007.	
		Ill Cht	
•		Glen Richard Chartier	•
State of OHIO))ss:	
County of CORAIN)	
personally came Glen		√ er, to me known to be the nent, and acknowledged	
		Notary Public FKA:	Junger L. Clouse
Seal		de Metter L. Cut May Public, Stat Memmission Expires.	e of Ohio,

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