

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
David P. Engvall	05/14/2007
Thomas M. Chervenak	05/14/2007
RECEIVING PARTY DATA	
Name:	Irwin Industrial Tool Company
Street Address:	8935 NorthPointe Executive Drive
City:	Huntersville
State/Country:	NORTH CAROLINA
Postal Code:	28078
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11748764
CORRESPONDENCE DATA	
Fax Number:	(919)416-8340
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919-286-8000
Email:	eflandk@mvalaw.com
Correspondent Name:	Dennis J. Williamson
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	014881-000837
NAME OF SUBMITTER:	Dennis J. Williamson
Total Attachments: 2 source=Assignment#page1.tif source=Assignment#page2.tif	

OP \$40.00 11748764

ASSIGNMENT OF INVENTION

WHEREAS, we, David P. Engvall, residing at 1613 Forest Ridge Drive, Stanley, North Carolina 28164 and Thomas M. Chervenak, residing at 1520 High Ridge Lane, Stanley, North Carolina 28164 have invented certain new and useful improvements for LOCKING PLIERS, for which we now make application for Letters Patent of the United States, and we hereby authorize and request our attorney, Dennis J. Williamson, of Moore & Van Allen, PLLC, 430 Davis Drive, Suite 500, Morrisville, NC 27560-6832, to insert here in parentheses (Application Number 11/748,764 filed May 15, 2007) the application number and filing date of said application when known.

AND WHEREAS, Irwin Industrial Tool Company, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and having a place of business at 8935 NorthPointe Executive Drive, Huntersville, North Carolina 28078, hereinafter called the "Assignee," desires to acquire all right, title and interest in and to said invention and patent application within the United States and its territorial possessions and all foreign countries, and any United States or foreign Letters Patent that may be granted therefor.

NOW, THEREFORE, for good and valuable consideration, including salary or payment for the making of inventions, or employee benefits, the receipt of which is hereby acknowledged, and with the intention of being legally bound hereby, we confirm that we have sold, assigned and transferred, and do hereby sell, assign and transfer to said Assignee the entire right, title and interest in and to our invention and patent application within the United States of America and its territorial possessions and all foreign countries, and in and to any Letters Patent of the United States and all foreign countries that may be granted therefor, including all divisions, continuations, continuations-in-part, substitutes, patents of addition, reissues, reexaminations, renewals and extensions thereof, and the right to apply for Letters Patent in foreign countries with full benefit of such priorities as may now or hereafter be granted to us by local laws or by treaty, including any international convention for the protection of industrial property, together with the right to extend the protection of said United States Letters Patent to the various territorial possessions now owned or which may be hereafter acquired by the United States of America, all said rights to be held and enjoyed by the Assignee for its use and benefit and for the use and benefit of its successors or assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held and enjoyed by us if this assignment and sale had not been made. And we do hereby request and authorize the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all said Letters Patent, when granted, in accordance with the terms of this assignment.

We further covenant and agree with the Assignee that we have full and unencumbered title to the invention and patent application herein assigned, which title we warrant unto the Assignee, and we further agree that, when requested, we will, without demanding any further consideration therefor but at the expense of Assignee, do all lawful and just acts, including the execution and acknowledgement of instruments, that may be or become necessary for obtaining, sustaining or reissuing United States or foreign Letters Patent for the said invention and patent application, and for maintaining and perfecting the Assignee's right to said invention, patent application and Letters Patent particularly in cases of interference and litigation.

IN WITNESS WHEREOF, we, the said inventors have executed this Assignment under seal.

David P. Engvall
David P. Engvall

14 May 07
Date

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

Before me personally appeared the above-named David P. Engvall, on this the 14th day of May, 2007 to me known and known to be the inventor named and acknowledged that he executed the foregoing instrument on his behalf and pursuant to authority duly received.

(Seal)

Karen M. Kaplan
Notary Public

My Commission Expires

Karen M. Kaplan
Notary Public
Mecklenburg County, NC
My Commission Expires May 9, 2009

Thomas M. Chervenak
Thomas M. Chervenak

5-14-07
Date

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

Before me personally appeared the above-named Thomas M. Chervenak, on this the 14th day of May, 2007 to me known and known to be the inventor named and acknowledged that he executed the foregoing instrument on his behalf and pursuant to authority duly received.

(Seal)

Karen M. Kaplan
Notary Public

My Commission Expires

Karen M. Kaplan
Notary Public
Mecklenburg County, NC
My Commission Expires May 9, 2009