

Form PTO-1  
OMB No. 06

05-18-2007



**IN FORM COVER SHEET  
ENTRIES ONLY**

To the

103407423

Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Ronald A. Eilertson  
Timothy L. Chapman

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

Name: Teknor Apex Company

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

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

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

Execution Date(s) May 1, 2007

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

Street Address: 505 Central Ave.

City: Pawtucket

State: RI

Country: US Zip: 02861

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)

B. Patent No.(s)

29/286353

Additional numbers attached?  Yes  No

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

Name: Richard D. Zimmerman

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

Street Address: Chace Ruttenberg & Freedman, LLP  
One Park Row, Suite 300

City: Providence

State: RI Zip: 02903

Phone Number: 401-453-6400

Fax Number: 401-453-6411

Email Address: rzimmerman@crflp.com

**6. Total number of applications and patents involved: 1**

**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 \_\_\_\_\_  
05/04/2007 ATRINH 00000044 29286353  
Authorized User Name \_\_\_\_\_  
04 FC:8021 48.00 00

**9. Signature:**

Richard D. Zimmerman  
Signature  
Name of Person Signing

May 2, 2007  
Date

Total number of pages including cover sheet, attachments, and documents: **5**

5.2.07

## ASSIGNMENT

WHEREAS, Ronald A. Eilertson, residing at 31 Riverwood Drive, Mansfield, MA 02048, United States of America ("Eilertson") and Timothy L. Chapman, residing at 83 Bobbitt Road, Humboldt, TN 38343, United States of America ("Chapman"), invented, improved or contributed to the invention of certain new and useful improvements relating to the hose shown in Exhibit A hereto, and further described in a United States Design Patent application to be filed on or about May 2, 2007 and titled "Watering Hose" ("Inventions").

AND, WHEREAS, Teknor Apex Company, a Delaware corporation (hereafter, together with any successors, legal representatives and assigns thereof, called "Assignee") is desirous of acquiring the entire right, title and interest in and to said improvements, including the Inventions;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Eilertson and Chapman do each hereby sell, assign, transfer and set over to Assignee his entire right, title and interest in and to said Inventions, and any patents and applications and all divisions, substitutions, continuations and continuations-in-part thereof, which may be filed, granted or claim priority thereon and all reissues and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property and other patent treaties for every member country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said Inventions in any foreign countries, all patents (including all extensions, renewals and reissues thereof) granted for said Inventions in any foreign countries, and all rights to sue for infringement of any patents or rights described above and for damages arising therefrom; and Eilertson and Chapman each hereby authorizes and requests 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 patents for said Inventions to Assignee in accordance with the terms of this assignment;

AND EILERTSON AND CHAPMAN EACH HEREBY covenants that he has full right to convey the entire interest herein assigned, and that he has not executed, and will not execute, any agreement in conflict herewith;

AND EILERTSON AND CHAPMAN EACH HEREBY further covenant and agrees that he will communicate to Assignee any facts known to him respecting said Inventions, and testify in any legal proceeding, sign all lawful papers, execute all original, divisional, continuation, continuations-in-part, substitute and reissue applications, make all rightful oaths and generally aid Assignee to obtain and enforce proper patent protection for said Inventions in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand this 1 day of May, 2007.

Ronald A. Eilertson  
Ronald A. Eilertson

STATE OF Rhode Island  
COUNTY OF Providence

On May 1, 2007, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Ronald A. Eilertson, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Linda A. M. Dent  
Notary Public  
My commission expires:

6/25/09

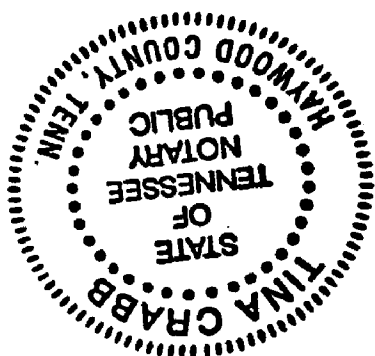
IN TESTIMONY WHEREOF, I hereunto set my hand this 1 day of May, 2007.

Timothy L. Chapman  
Timothy L. Chapman

STATE OF

COUNTY OF

On May 1, 2007, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Timothy L. Chapman, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.



Tina Crabb  
Notary Public  
My commission expires:  
9/22/2009