

06-13-2007

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



103416426

6-1-07

To the Director of the U.S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies)

Adam J. Madgar
247 Portal Drive
Cortland, Ohio 44410

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

2. Name and address of receiving party(ies)

Name: Millwood, Inc.

Internal Address: _____

Street Address: 986 Tibbetts-Wick Road

City: Girard

State: Ohio

Country: United States Zip: 44420

Additional name(s) & address(es) attached? Yes No

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

Execution Date(s) May 31, 2007

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

4. Application or patent number(s):

A. Patent Application No.(s)

Attorney Docket No. 3320.04

This document is being filed together with a new application.

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: Robert J. Herberger

McLaughlin McNally Attorneys

Internal Address: _____

Street Address: 500 City Centre One

PO Box 507

City: Youngstown

State: OH Zip: 44501-0507

Phone Number: (330) 744-4481

Fax Number: (330) 744-0444

Email Address: rjh@mm-lawyers.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 13-2494

06/05/2007 MWOLDG1 00000025 11009673

Authorized User, Name _____
94 FC:0021 40.00 00

9. Signature:

Signature

June 1, 2007

Date

Robert J. Herberger

Name of Person Signing

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

4

ASSIGNMENT

WHEREAS, I, ADAM J. MADGAR, residing at 24 Portal Drive, Cortland, Ohio, (individually referred to as "Assignor") am the inventor of a certain new and useful invention disclosed in an application for United States Letters Patent titled "PALLET NAIL PRESS AND METHOD," to be filed on or about the 1st day of June, 2007 and having Docket No. 3320.04 (I hereby authorize and request my attorney to insert here the filing date of this application when known); and

WHEREAS, MILLWOOD, INC., a corporation organized under the laws of the State of Ohio, having its principal place of business at 986 Tibbetts-Wick Road, Girard, Ohio, 44420, (hereinafter with any successors, legal representatives or assigns thereof called "Assignee") is my current employer for which my duties and responsibilities are to invent, create and develop new ideas, products, machines, equipment and/or inventions, and to which shall acquire the entire and undivided right, title and interest in and to said invention and application from Assignor:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, the undersigned Assignor, have sold, assigned, transferred and/or set over, and do hereby sell, assign, transfer and/or set over to Assignee the entire right, title and interest in said application, substitutions, continuations and continuations-in-part thereof; and all United States Letters Patents which may be granted thereon and all reissues and extensions thereof; and all priority rights under the International Convention for the Protection of Industrial Property 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 in any foreign countries to the said invention, and all patents (including all extensions, renewals and reissues thereof) granted in any foreign countries to said invention; and I hereby authorize and

request 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 invention to Assignee in accordance with the terms of this Assignment;

AND I HEREBY covenant that I, the undersigned Assignor, have the right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

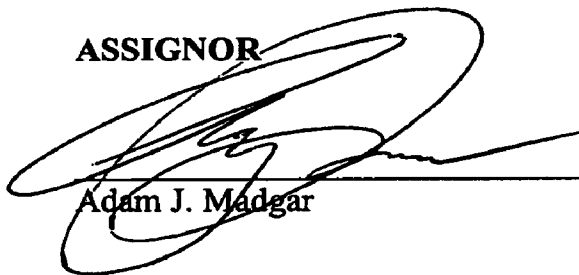
AND I HEREBY covenant that I, the undersigned Assignor, will execute or procure any further necessary assurance of title to said invention and Letters Patent, and at any time, upon the request and at the expense of said Assignee, will execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefore in said Assignee, its successors, assigns or other legal representatives.

AND I HEREBY further covenant and agree that I, the undersigned Assignor, without further compensation therefore, will communicate to Assignee any facts known to me respecting said invention and application, and upon the request and at the expense of Assignee, will testify in any legal proceeding, sign all lawful papers, execute any additional, divisional, continuation, continuations-in-part, substitute or reissue applications for patents for said invention, or any part thereof, and for the reissue of any Letters Patent to be granted therefore, and will make all rightful oaths and generally do everything possible for procuring the same or for aiding Assignee to obtain and enforce proper patent protection for said invention in all countries.

IN TESTIMONY WHEREOF, I, the Assignor, have hereunto set my hand this

31st day of May 2007.

ASSIGNOR


Adam J. Madgar

STATE OF OHIO }
 } SS.
COUNTY OF MAHONING }

On this 31st day of May 2007, before the undersigned, a Notary Public for the State and County aforesaid personally appeared Adam J. Madgar, 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 acknowledge that he executed the same and that he signs this as a free act and deed.


NOTARY PUBLIC



MARGARET MAXIM
Notary Public - State of Ohio
My Commission Expires Mar. 23, 2009
Recorded In Mahoning County