## CH \$40.00 024800 D412291

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Attorney's Docket No. 1030705-000139

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. Name of conveying party(ies): 1. Zellweger Luwa AG 2. Name and address of receiving party(ies): Uster Technologies AG Wilstrasse 11, CH-8610 Uster, Switzerland 3. Nature of Conveyance/Execution Date(s): Execution Date(s): May 14, 2007 Executive Order 9424 Confirmatory License Assignment Security Agreement Merger Change of Name Joint Research Agreement Government Interest Agreement Other: Application or patent number(s): Patent No.(s) Patent Application No.(s) В. D412,291 This document is being filed together with a new application. 5. Name and address to whom correspondence concerning document should be mailed: Name: James A. LaBarre Address: Buchanan Ingersoll & Rooney PC Customer Number 21839 P.O. Box 1404 Alexandria, VA 22313-1404 6. Total number of applications and patents involved: 1 7. Authorized to be charged by credit card. PTO Form 2038 Total fee (37 CFR 1.21(h) & 3.41) \$ 40 Authorized to be charged to deposit account 02-4800 Enclosed. None required (gov't interest not affecting title) 8. Signature: June 20, 2007 Reg. No. Date Signature James A. LaBarre Name of Person Signing Total number of pages including cover sheet, attachments, and documents:

## ASSIGNMENT

THIS ASSIGNMENT, by <u>Zellweger Luwa AG</u>, residing at <u>Wilstrasse 11, CH-8610 Uster</u>, Switzerland (hereinafter referred to as "the Assignor"), respectively, witnesseth:

WHEREAS, the Assignor is the owner of certain new and useful improvements set forth in U.S. Design Patent No. D412,291 (formerly U.S. Patent Application No. 29/091,598), entitled: YARN TESTING APPARATUS, and

WHEREAS, <u>Uster Technologies AG</u>, a corporation duly organized under and pursuant to the laws of <u>Switzerland</u> and having a principal place of business at <u>Wilstrasse 11, CH-8610 Uster</u>, <u>Switzerland</u> (hereinafter referred to as "the Assignee"), is desirous of acquiring, and does hereby acquire, the entire right, title, and interest in and to said patent.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned patent, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behoof and the use and behoof of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the patent, and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said patent, or any reissue or extension of any Letters Patent or Patents obtained or to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

DATE <u>May 14, 2007</u>

RECORDED: 06/20/2007

Name:

1100110.

Title:

Liet Schle

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Zellweger Luwa AG