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FORM PTO-159
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DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC-1



103454181

Attorney Docket No.: 47125-5008

To the Commissioner for Patents

ATTN: MAIL STOP ASSIGNMENT RECORDATION SERVICES

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

- (1) Brian HOEFLER
- (2) Don AZZOPARDI

Additional names of conveying party(ies) attached?

Yes No

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

Name: VALENITE LLC

Street Address: 1675 East Whitcomb
Madison Heights, MI 48071

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 7, 2007

Additional name(s) & address(es) attached?

Yes No

4. New Application number(s) or patent number(s): **NEW APPLICATION**

If this document is being filed together with a new application the execution date of the application is:

A. Patent Application No.(s) 11/730,690

B. Patent No.(s)

Additional numbers attached: Yes No

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

Name: Jeffrey G. Killian

Internal Address: DRINKER BIDDLE & REATH LLP
Customer No. 55694

Street Address: 1500 K. Street, NW., Suite 1100
City: Washington State: D.C. Zip: 20005-1209

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. §3.41): \$40.00

- Enclosed
- Authorized to be charged to Deposit Account 50-0573

8. Deposit Account No. 50-0573

(Attach duplicate page if paying by deposit account)

9. Statement and Signature

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.

Jeffrey G. Killian, Reg. No. 50,891

Name of Person Signing

Signature

October 15, 2007

Date

Total number of pages including cover sheet, attachments and documents: 2

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ASSIGNMENT

WHEREAS I/We, the below named inventor(s), [hereinafter referred to as Assignor(s)], have made an invention entitled:

MATERIAL REMOVAL TOOL STIFFENED WITH SPACERS ARRANGED ALONG A LENGTH

for which I/WE executed an application for United States Letters Patent concurrently herewith; or on ____; or filed an application of United States Letters Patent on April 3, 2007, (Application No. 11/730,690); and

WHEREAS, Valenite LLC, a corporation of Michigan, whose post office address is 1675 East Whitcomb, Madison Heights, MI 48071, (hereinafter referred to as Assignee), is desirous of securing the entire right, title, and interest in and to this invention, the application for United States Letters Patent on this invention and the Letters Patent to issue upon this application;

NOW THEREFORE, be it known that, for good and valuable consideration the receipt of which from Assignee is hereby acknowledged, I/WE, as assignor(s), have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto the Assignee, its lawful successors and assigns, MY/OUR entire right, title, and interest in and to this invention and this application, and all divisions, and continuations thereof, and all Letters Patent of the United States which may be granted thereon, and all reissues thereof, and all rights to claim priority on the basis of such applications, and all applications for Letters Patent which may hereafter be filed for this invention in any foreign country and all Letters Patent which may be granted on this invention in any foreign country, and all extensions, renewals, and reissues thereof; and I/WE hereby authorize and request the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents on applications as described above, to issue all Letters Patent of this invention to Assignee, its successors and assigns, in accordance with the terms of this Assignment;

AND, I/WE HEREBY covenant that I/WE have the full right to convey the interest assigned by this Assignment, and I/WE have not executed and will not execute any agreement in conflict with this Assignment;

AND, I/WE HEREBY further covenant and agree that I/WE will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to ME/US respecting this invention, and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors or assigns, execute all divisional, continuation, and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper patent protection for this invention in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by the Assignee, its successors and assigns.

AND, I/WE HEREBY authorize and request the attorneys I/WE have empowered in the Declaration and Power of Attorney in this application, to insert here in parenthesis (Application No. 11/730,690, filed April 3, 2007) the filing date and application number of said application when known.

IN TESTIMONY WHEREOF, I/WE have hereunto set our hand(s).

Full Name of Sole or First Assignor Brian HOEFLER	Assignor's Signature <i>Brian Hoefler</i>	Date 8/7/07
Address: 21378 Gentry Drive, Macomb, Michigan 48044		Citizenship USA
Full Name of Second Assignor Don AZZOPARDI	Assignor's Signature <i>Don Azzopardi</i>	Date 8-7-07
Address: 1146 AnnJo, Walled Lake, Michigan 48390		Citizenship Malta

Names of additional inventors attached Yes No