# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

## **CONVEYING PARTY DATA**

Name	Execution Date
Nagesh Mavinahally	10/05/2007

## **RECEIVING PARTY DATA**

Name:	Homelite Technologies, Ltd.	
Street Address:	Canon's Court, 22 Victoria Street	
City:	Hamilton HM12	
State/Country:	BERMUDA	

## PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	7210433
Patent Number:	7093570
Patent Number:	6901892

#### **CORRESPONDENCE DATA**

Fax Number: (312)321-4299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER: 11495-297

NAME OF SUBMITTER: Stephen C. Smith

**Total Attachments: 3** 

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> PATENT REEL: 020083 FRAME: 0419

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# **ASSIGNMENT**

WHEREAS, Nagesh Mavinahally, of 207 Brittany Park, Anderson, SC 29621, hereinafter called the "Assignor", owns the entire right, title and interest in and to the inventions described in U.S. Patent No. 5,425,346 titled "Performance Improvement Design for Two-Stroke Engines," issued on June 20, 1995, U.S. Patent No. 6,901,892 titled "Two Stroke Engine with Rotatably Modulated Gas Passage," issued on June 7, 2005, U.S. Patent 7,093,570, titled "Stratified Scavenged Two-Stroke Engine," issued on August 22, 2006, and U.S. Patent No. 7,210,433, titled "Stratified Scavenged Two-Stroke Engine" issued on May 1, 2007 (collectively "the assigned patents"):

WHEREAS, <u>Homelite Technologies</u>, <u>Ltd.</u>, a corporation organized and existing under the laws of <u>Bermuda</u>, having a place of business at <u>Canon's Court, 22</u> <u>Victoria Street</u>, <u>Hamilton HM12</u>, <u>Bermuda</u>, hereinafter called the "Assignee", desires to acquire the entire right, title and interest in the assigned patents identified above, and all patents which may be obtained from the assigned patents, as set forth below;

NOW, THEREFORE, in view of previous consideration, which the Assignor expressly acknowledges receiving, and other valuable and legally sufficient consideration, the receipt of which by the Assignors from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred *nunc pro tunc* as of August 15, 2007, and by these presents do sell, assign and transfer to the Assignee, the entire right, title and interest owned by the Assignor for the United States in the assigned patents identified above, and any patent applications and patents that may issue for the assigned patents in the United States; together with the entire right, title and interest owned by the Assignor in all patent applications and stemming from the assigned patents therefore in all countries foreign to the United States, including the full right to claim for any such application all benefits and priority rights under any applicable convention; together with the entire right, title and interest in and to all continuations, divisions, renewals and extensions of any of the assigned patents defined above; together with the right to recover all damages, including, but not limited to, a reasonable royalty, by reason of past, present, or future infringement or any other violation of patent

PATENT REEL: 020083 FRAME: 0420 or patent application rights; to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents.

The Assignor hereby covenants and agrees, for both the Assignor and the Assignor's legal representatives, that the Assignor will assist the Assignee in the making and prosecution of any other patent applications that the Assignee may elect to make claiming priority from the assigned patents; in vesting in the Assignee like exclusive title in and to all such other patent applications and patents claiming priority from the assigned patents; and in the prosecution of any interference which may arise involving said invention or the assigned patents, or any such patent application or patent; and that the Assignors will execute and deliver to the Assignee any and all additional papers which may be requested by the Assignee to carry out the terms of this Assignment.

Per the terms of a previously executed "Patent Assignment Agreement" between the Assignor and the Assignee, the Assignee asserts that in the event that neither the Assignee nor its licensees ship any Products (i.e. any products within the scope of any claim of the assigned patents or any pending application entitled to claim priority to one or more of the assigned patents) during any consecutive five year period, the Assignee will assign the assigned patents back to the Assignor free of charge, except that the Assignee will have no responsibility for any attorneys fees, filing fees or other costs relates to any government filings in any country to record or otherwise document the assignment.

The Commissioner of Patents and Trademarks is hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

DATED:

oct. 05, 2007

Nagesh Mavinahally 207 Brittany Park Anderson, SC 29621

CAROLINA  ) ss.  COUNTY  OF  ANDERSON  I, Debra Quinn, a Notary Public in and for the County and State aforesaid do hereby certify that Nagesh Mavinahally, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seat this day of October, 2007.	STATE OF	)
COUNTY OF ANDERSON  I, Debra Quinn, a Notary Public in and for the County and State aforesaid do hereby certify that Nagesh Mavinahally, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.  IN WITNESS WHEREOF I have because and purposes therein set forth.	SOUTH	
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(SEAL)

My Commission Expires: 1/03/13