

# PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kiyoshi HOSHINO	11/30/2007
Curtis J. ECCARDT	11/30/2007
Edgar MONTAGUE	12/10/2007
Jay FORDING	12/10/2007
Arthur WU	12/10/2007
RECEIVING PARTY DATA	
Name:	Emerson Electric Co.
Street Address:	8000 West Florissant Avenue
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63136
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29297993
CORRESPONDENCE DATA	
Fax Number:	(713)223-3717
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	713-226-1200
Email:	hoip@lockelord.com
Correspondent Name:	LOCKE LORD BISSELL & LIDDELL LLP
Address Line 1:	600 Travis Street
Address Line 2:	Suite 3400
Address Line 4:	Houston, TEXAS 77002-3095
ATTORNEY DOCKET NUMBER:	0021840-571US
NAME OF SUBMITTER:	Kay Haggard

CH \$40.00 29297993

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**PATENT**  
**REEL: 020357 FRAME: 0711**

**Total Attachments: 4**

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**PATENT**

**REEL: 020357 FRAME: 0712**

## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

WHEREAS, we, KIYOSHI HOSHINO, CURTIS J. ECCARDT, EDGAR MONTAGUE, JAY FORDING AND ARTHUR WU, hereafter "**Assignors**," have invented certain new and useful methods, devices, and/or systems that are disclosed and/or claimed in United States Patent application entitled "**BACKPACK VACUUM CLEANER**," which was filed on NOVEMBER 26, 2007, and accorded serial number 29/297,993, hereafter "**Application**"; and

WHEREAS, EMERSON ELECTRIC CO., 8000 West Florissant Avenue, St. Louis, Missouri 63136, hereafter "**Assignee**," is desirous of acquiring the entire and exclusive right, title and interest in and to, and possession of, the subject matter disclosed and claimed in the Application, including any tangible materials, know-how and trade secrets related thereto (hereafter, collectively, the "**Invention**"); and the entire and exclusive right, title and interest in and to, and possession of, the Application, including rights to claim priority thereto, and to all related applications disclosing or claiming the Invention in whole or in part, including, without limitation, all provisional applications, non-provisional applications, divisional applications, continuation applications, renewals, reissues, reexaminations, substitutes or extensions thereof, and to all patents or other related property rights that may be issued or granted thereon anywhere in the world (hereafter, collectively, the "**Intellectual Property**").

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors have hereby sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to, and possession of, the aforesaid Intellectual Property, throughout the world, including the right in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any patent or related property right that may be granted, and in and to all causes of action (either in law or in equity), and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned hereunder, as fully and entirely as the same would have been held and enjoyed by Assignors if this sale and assignment had not been made;

AND Assignors hereby authorize and request the appropriate governmental officials to issue any and all such United States or foreign country patent or related property right assigned hereunder, to Assignee, as the assignee of the entire and exclusive right, title and interest in and to the same;

AND Assignors hereby represent, warrant and covenant that we have the full right to convey the interests herein assigned, that we have not executed and will not execute any instrument or assignment in conflict herewith, and that the rights assigned herein are not otherwise encumbered by any grant, license or right;

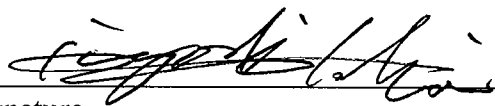
AND Assignors further covenant and agree that Assignors will at any time upon request make, execute and deliver without further compensation, any and all other instruments in writing, including further applications, papers, affidavits, power of attorney, assignments, and

other documents, and do all lawful acts and things, which, in the opinion of counsel for Assignee, its successors and assigns, may in any country be required or necessary more effectively to secure to and vest in Assignee, its successors and assigns the Intellectual Property, and that Assignors will sign any applications for reissue, division, continuation, continuation-in-part, counterpart, renewal, reexamination, substitute or extension of said Application or any resulting patent or related property right;

**AND** Assignors further covenant and agree that Assignors will at any time upon request communicate to the Assignee, its successors, assigns or other legal representatives any facts relating to the aforesaid Invention, Application and Intellectual Property known to it, and will testify as to the same in any interference, litigation, mediation, arbitration or other proceeding when requested to do so.

**IN WITNESS WHEREOF**, Assignors have hereunto set their hands and seals.

11/30/07  
Date

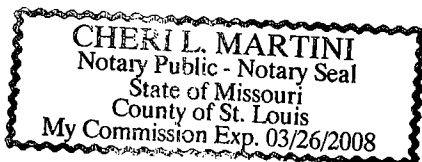
  
Signature

Kiyoshi Hoshino  
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STATE OF MISSOURI                   §  
                                                 §  
COUNTY OF St. Louis           §

BEFORE ME, the undersigned authority, on this day personally appeared **KIYOSHI HOSHINO**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30 day of November, 2007.



  
NOTARY PUBLIC

Nov. 30, 2007  
Date

Curtis J. Eccardt  
Signature

Curtis J. Eccardt  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MISSOURI

COUNTY OF St. Louis

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared **CURTIS J. ECCARDT**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 30 day of November, 2007.



Cheri L. Martini  
NOTARY PUBLIC

Dec. 10<sup>th</sup> 2007  
Date

Edgar Montague  
Signature

Edgar Montague  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

§  
§  
§

BEFORE ME, the undersigned authority, on this day personally appeared **EDGAR MONTAGUE**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 10<sup>th</sup> day of Dec, 2007.

Darlene A. Taylor  
NOTARY PUBLIC

12.10.07  
Date

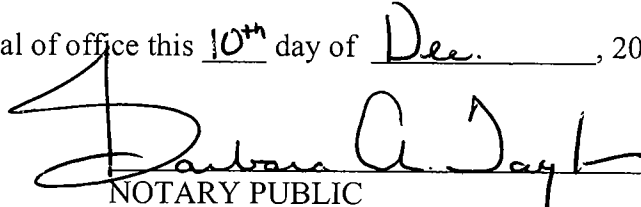
  
Signature

Jay Fording  
\_\_\_\_\_  
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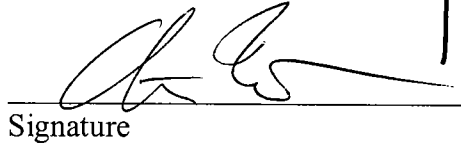
STATE OF NORTH CAROLINA      §  
                                                 §  
COUNTY OF Mecklenburg      §

BEFORE ME, the undersigned authority, on this day personally appeared **JAY FORDING**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 10<sup>th</sup> day of Dec., 2007.

  
NOTARY PUBLIC

12.10.07  
Date

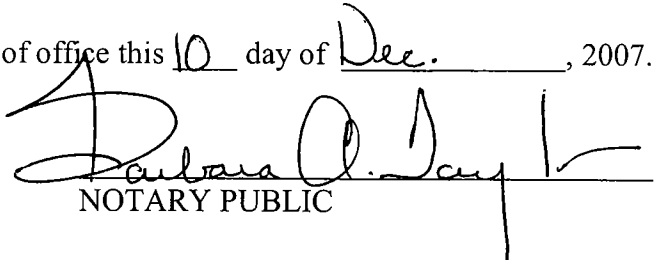
  
Signature

Arthur Wu  
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STATE OF NORTH CAROLINA      §  
                                                 §  
COUNTY OF Mecklenburg      §

BEFORE ME, the undersigned authority, on this day personally appeared **ARTHUR WU**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 10 day of Dec., 2007.

  
NOTARY PUBLIC