# PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT |
|-----------------------|----------------|
| NATURE OF CONVEYANCE: | ASSIGNMENT     |

### **CONVEYING PARTY DATA**

| Name             | Execution Date |
|------------------|----------------|
| Mr. John Johnson | 04/28/2008     |

### **RECEIVING PARTY DATA**

| Name:           | Agri-Fab, Inc.          |  |
|-----------------|-------------------------|--|
| Street Address: | 303 West Raymond Street |  |
| City:           | Sullivan                |  |
| State/Country:  | ILLINOIS                |  |
| Postal Code:    | 61951                   |  |

#### PROPERTY NUMBERS Total: 1

| Property Type       | Number   |
|---------------------|----------|
| Application Number: | 12053965 |

### **CORRESPONDENCE DATA**

Fax Number: (312)609-5005

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

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Correspondent Name: Michael J. Turgeon, Esq., Vedder Price

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| ATTORNEY DOCKET NUMBER: | 01035000186 |
|-------------------------|-------------|
|                         |             |

NAME OF SUBMITTER: Michael J. Turgeon

**Total Attachments: 3** 

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> PATENT REEL: 020898 FRAME: 0207

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## **ASSIGNMENT**

This Assignment Agreement (the "Agreement") is made and entered into on the date set forth below on the signature page hereto by and between the following:

John Johnson, residing and having a post office address at 303 East North 1st Street, Findlay, Illinois, 62534 (the "Assignor"); and

Agri-Fab, Inc., a corporation of the State of Illinois, located and doing business at 303 West Raymond Street, Sullivan, Illinois, 61951 (the "Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor has invented certain new and useful improvements as described and set forth in the below-identified application and for United States Letters Patent identified as Attorney Docket No. 01035.00.0186:

Title: "LAWN SWEEPER ASSEMBLY WITH ADJUSTABLE BRUSH ASSEMBLY AND HOPPER ASSEMBLY AND METHOD OF USE THEREOF"

Application Filing Date: March 24, 2008 Application No.: 12/053,965

WHEREAS, Assignee is desirous of acquiring Assignor's right, title, and interest in, to, and under such improvements, such application, any Letters Patent that may be granted on the same, and any other application or Letters Patent covering such improvements (the "Patent Rights") as hereinafter more fully set forth;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, in consideration of the foregoing, the mutual covenants set forth herein, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

- 1. Assignor hereby sells, assigns, and transfers to Assignee all Assignor's right, title, and interest in, to, and under the Patent Rights and any other application or Letters Patent covering the Patent Rights that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part.
- 2. Assignor hereby sells, assigns, and transfers to Assignee all Assignor's right, title, and interest in and to any related or counterpart patent applications, invention registrations or equivalents thereto and any Letters Patent therefrom in all countries foreign to the United States, including the right to claim priority under the International Convention for the Protection of Industrial Property and other agreements and treaties of like purpose, claiming approximately the same subject matter of the Patent Rights.

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- 3. Assignor represents and warrants that all such sales, assignments, and transfers are valid and free and clear of all liens, encumbrances, and claims of third parties.
- 4. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, assigns, heirs, legatees, and personal representatives, as the case may be.
- 5. Assignor covenants to (a) execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in, to, and under the Patent Rights in Assignee; (b) assist Assignee in the prosecution of any of the applications herein referred to, including, without limitation, signing all lawful papers, executing all divisional, continuation, continuationin-part, reissue, and substitute applications, making all lawful oaths, and assisting in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patent Rights in all countries; and (c) assist Assignee in the prosecution or defense of any interference, infringement, or other action that may arise involving the Patent Rights or any claim thereto or thereunder, including, without limitation, testifying in any legal proceedings and notifying Assignee promptly of any subpoena or contact by any person other than Assignee or its agents regarding the Patent Rights, and in any event at least one week prior to any deposition, legal inquiry, or legal proceeding relating to the Patent Rights.
- 6. Assignor covenants that the Commissioner of Patents and Trademarks is authorized and requested to issue any Letters Patent arising from the Patent Rights to Assignee in accordance with the terms of this Agreement.
- 7. Assignor authorizes and requests that the attorneys of record in such application bearing the above mentioned docket number insert in this Agreement the U.S. application number of such application when officially known, if applicable.

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[CONTINUED ON NEXT PAGE]

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PATENT DOCKET NO. 01035.00.0186

| Dated: <u>4-28-08</u>  | JOHN JOHNSON   |  |
|--|--|--|
| STATE OF LL ) SS COUNTY OF Moultain  |  |  |
| I, the undersigned, a Notary Pub<br>hereby certify that JOHN JOHNSON, p<br>whose name is subscribed to the forego<br>person and acknowledged that he signed<br>his free and voluntary act for the uses a | personally known to me to<br>bing instrument, appeared<br>ed, sealed and delivered the | be the same person<br>before me this day in<br>ne said instrument as                       |
| IN WITNESS WHEREOF, I have day of 2008.  My Commission Expires:  |  | nd Notarial Seal, this   |
| * * *  | * * * * * *  | OFFICIAL SEAL FONDA ELDER DTARY PUBLIC - STATE OF ILLINOIS ANY COMMISSION EXPIRES:10/03/10 |

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**RECORDED: 05/05/2008** 

PATENT REEL: 020898 FRAME: 0210