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To the Director of the U.S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

80-22-8

1. Name of conveying party(ies)
Richard S. Smith

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Smith Abrasives Inc.
Internal Address: _____
Street Address: 1700 Sleepy Valley Road
City: Hot Springs
State: AR
Country: USA Zip: 71902

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) June 14, 2008 & July 14, 2008

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

4. Application or patent number(s): This document is being filed together with a new application.

A. Patent Application No.(s)
29/289,294
29/289,708

B. Patent No.(s)

Additional numbers attached? Yes No

OPR/FINAN
AUG 22 PM 1:47

5. Name and address to whom correspondence concerning document should be mailed:
Name: d. Gilhooly & Associates & Associates
Internal Address: Suite 423
Street Address: 28 East Jackson Blvd.
City: Chicago
State: IL Zip: 60604
Phone Number: 312/362-1734
Fax Number: 312/362-1946
Email Address: egilhooly@ameritech.net

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
08/22/2008 DBYRME 00000057 29289294
Authorized User Name _____ 01 FC:0021 08-08-08

9. Signature: Edward D. Gilhooly
Signature

August 19, 2008
Date

Edward D. Gilhooly
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

ASSIGNMENT

For good and valuable consideration in hand paid, the receipt and sufficiency thereof are hereby acknowledged, the undersigned hereby assigns to Smith Abrasives, Inc., a corporation of the State of Delaware, with a place of business at 1700 Sleepy Valley Road, P.O. Box 5095, Hot Springs, AR 71902-5095, its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned for the DESIGN FOR ABRASIVE SHARPENER disclosed in design application, serial no.29/289,294, filed in the United States Patent and Trademark Office on July 16, 2007 and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents.

The undersigned hereby authorizes and requests the Commissioner of Patents to issue said any and all Letters Patent to said assignee.

The undersigned warrants himself to be owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all non-provisional applications under 37 CFR § 1.53(b) for the invention and any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said non-provisional application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said consideration the undersigned further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patents, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patents will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS our hands and seals this 14th day of June, 2008

Richard S. Smith
Richard S. Smith

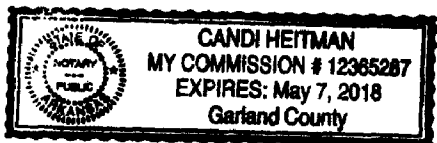
STATE OF ARKANSAS)
COUNTY OF Garland) SS

On this 14th day of June, 2008 before me, a Notary Public in and for the County and State aforesaid, appeared Richard S. Smith, to me personally known to be the same persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed said instrument as their free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Candi Heitman
Notary Public

[Notary Seal]



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ASSIGNMENT

For good and valuable consideration in hand paid, the receipt and sufficiency thereof are hereby acknowledged, the undersigned hereby assigns to Smith Abrasives, Inc., a corporation of the State of Delaware, with a place of business at 1700 Sleepy Valley Road, P.O. Box 5095, Hot Springs, AR 71902-5095, its successors and assigns, the entire right, title and interest in the invention or improvements of the undersigned for the DESIGN FOR POCKET SHARPENER disclosed in design application filed in the United States Patent and Trademark Office , Serial No.29/289,708 filed July 30, 2007 and any and all other applications, both United States and foreign, which the undersigned may file, either solely or jointly with others, on said invention or improvements, and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, and in any reissue or extension of such patents.

The undersigned hereby authorizes and requests the Commissioner of Patents to issue said any and all Letters Patent to said assignee.

The undersigned warrants himself to be owner of the entire right, title and interest in said invention or improvements and to have the right to make this assignment, and further warrants that there are no outstanding prior assignments, licenses, or other encumbrances on the interest herein assigned.

For said considerations the undersigned hereby agrees, upon the request and at the expense of said assignee, its successors and assigns, to execute any and all non-provisional applications under 37 CFR § 1.53(b) relating to said provisional application and any and all divisional, continuation and substitute applications for said invention or improvements, and any necessary oath or affidavit relating thereto, and any application for the reissue or extension of any Letters Patent that may be granted upon said non-provisional application, and any and all applications and other documents for Letters Patent in foreign countries on said invention or improvements, that said assignee, its successors or assigns may deem necessary or expedient, and for the said consideration the undersigned further agrees, upon the request of said assignee, its successors and assigns, to cooperate to the best of the ability of the undersigned with said assignee, its successors and assigns, in any proceedings or transactions involving such applications or patents, including the preparation and execution of preliminary statements, giving and producing evidence, and performing any and all other acts necessary to obtain said Letters Patents, both United States and foreign, and vest all rights therein hereby conveyed in the assignee, its successors and assigns, whereby said Letters Patents will be held and enjoyed by the said assignee, its successors and assigns, to the full end of the term for which said Letters Patent will be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment had not been made.

WITNESS my hand and seal this 14th day of July, 2008

Richard S. Smith
Richard S. Smith

STATE OF ARKANSAS)
) SS
COUNTY OF Garland)

On this 14th day of July, 2008 before me, a Notary Public in and for the County and State aforesaid, appeared Richard S. Smith, to me personally known to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he executed said instrument as his free and voluntary act and for the uses and purposes therein expressed.

WITNESS my hand and seal the day and year last above given.

Candi Heitman
Notary Public

[Notary Seal]

